

MEMORANDUM OF UNDERSTANDING
GENERAL, SUPERVISORY AND PROFESSIONAL UNITS
JULY 1, 2022 – JUNE 30, 2025

ARTICLE I

This Memorandum of Understanding ("MOU") is made and entered into between the SUTTER COUNTY EMPLOYEES ASSOCIATION AFSCME, COUNCIL 57 (hereinafter referred to as "Association") and the COUNTY OF SUTTER (hereinafter referred to as the "County") pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.).

ARTICLE II ADOPTION BY COUNTY

This MOU constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors ("Board") on or before August 9, 2022. It is agreed that this MOU shall not be binding upon the parties either in whole or in part unless and until the Board, by majority vote, acts formally to approve it.

ARTICLE III TERM

The Parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment, and it is mutually agreed that the term of this MOU shall commence on July 1, 2022 and end on June 30, 2025.

ARTICLE IV RECOGNITION

County recognizes the Association as the recognized bargaining representative for the purpose of establishing salaries, hours, fringe benefits, and working conditions for all employees of the County whose employee classifications are contained within the General, Supervisory and Professional Units of the County as established in accordance with the Sutter County Employer-Employee Relations Policy Resolution No. 77-21. Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to

the citizens of the County. Both County and Association agree to keep duplicate originals of this Agreement on file in a readily accessible location, available for inspection by any County employee or member of the public upon request.

ARTICLE V PAYROLL DEDUCTION

During the term of this MOU, upon receipt of a certified list from the Association, the County shall deduct association dues from the salaries of its members. The form for this purpose shall be provided by the Association and the amounts to be deducted for Association dues shall be certified to the County by the appropriate Association official. Such deductions shall be made only when the employee's earnings for a pay period are sufficient after other legally required deductions are made. Such deductions shall be forwarded to the Association within ten (10) working days following such deductions from the employee's pay.

The employer shall not be liable to the Association, employees or any party by reason of the requirements of this article for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned. The Association shall save County harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by County under this article.

ARTICLE VI SCOPE OF REPRESENTATION

The Scope of Representation of the Association shall include all matters relating to employment conditions and employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment.

ARTICLE VII NO DISCRIMINATION

The County shall not interfere with, restrain, or coerce employees in the exercise of the rights recognized or granted in the Sutter County Employer-Employee Relations Policy, Resolution No. 77-21.

ARTICLE VIII PREVAILING RIGHTS

This MOU contains all the covenants, stipulations, and provisions agreed upon by the Parties. Except as amended by this MOU, it is understood that all items relating to employee wages, hours, and other terms and conditions of employment not covered herein shall remain the same as those in existence on June 30, 2022, subject to the changes in such items contained in Board Resolution 83-123 and MOU of parties entered subsequent to June 30, 2022.

ARTICLE IX FULL UNDERSTANDING, MODIFICATIONS, WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that the Association voluntarily and unqualifiedly waives its right, and agrees that the County shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the Board.

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

ARTICLE X CONTINUED PERFORMANCE OF COUNTY SERVICE

Apart from and in addition to existing legal restrictions upon work stoppages, the Association hereby agrees that neither it nor its officers, agents or representatives shall incite, encourage, or participate in any strike, walkout, slow-down, speed-up, sick-out, or other work action for any cause or dispute whatsoever, either with the County or with any other person or organization, including compliance with the request of other labor organizations to engage in such

activities. In the event of work stoppage as enumerated above, the Association, its officers, agents and representatives shall do everything within their power to end or avert the same. Violation hereof will subject violator to legal and equitable judicial relief.

Any employee engaged in or assisting any work stoppage as enumerated above, or refusing to perform duly assigned services in violation of this Article, shall be subject to discipline up to and including termination.

It is understood that violation of this Article by the Association will warrant the withdrawal of any rights, privileges or services provided for in this Agreement and/or legal action by the County for redress and/or damages.

The inclusion of this Article in this Agreement shall in no way be deemed to stop the County from seeking any form of legal, equitable, or administrative relief to which it may be entitled during the term of this contract.

ARTICLE XI MANAGEMENT RIGHTS

All management rights and functions, except those which are limited in this MOU, shall remain vested exclusively in the County. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

1. Manage the County.
2. Schedule working hours.
3. Institute changes in procedures.
4. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee.
5. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions, or subdivisions thereof.
6. Determine services to be rendered.
7. Determine the layout of buildings and equipment and materials to be used therein.
8. Determine processes, techniques, methods, and means of performing work.

9. Determine the size, character and use of inventories.
10. Determine financial policy including accounting procedure.
11. Determine the administrative organization of the system.
12. Determine selection, promotion, or transfer of employees.
13. Determine the size and characteristics of the work force.
14. Determine the allocation and assignment of work to employees.
15. Determine policy affecting the selection of new employees.
16. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required.
17. Determine administration of discipline.
18. Determine control and use of County property, materials and equipment.
19. Place work with outside firms.
20. Determine the kinds and numbers of personnel necessary.
21. Determine the methods and means by which such operations are to be conducted.
22. Require employees, where necessary, to take in-service training courses during work hours.
23. Determine duties to be included in any job classification.
24. Determine the necessity of overtime and the amount of overtime required in the event of an emergency.
25. Take any necessary action to carry out the mission of the County in cases of an emergency.
26. Prescribe a uniform dress to be worn by designated employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the County, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms are in conformance with the law.

ARTICLE XII SALARY

- A. Effective the second full pay period after adoption of this MOU by the Board, the County will provide a two percent (2%) salary increase to each bargaining unit member.
- B. Effective the second full pay period after adoption of this MOU by the Board, the County will provide a three (3%) equity salary increase to each bargaining unit member, concurrent with the above salary increase.
- C. Effective the second full pay period after adoption of this MOU by the Board, the County will provide salary range changes to each classification as listed in Attachment A, concurrent with the above salary increases.
- D. Effective the first full pay period in July 2023, the County will provide a two percent (2%) salary increase to each bargaining unit member.
- E. Effective the first full pay period in July 2024, the County will provide a two percent (2%) salary increase to each bargaining unit member.

ARTICLE XIII LUNCH PERIOD

County and Association agree to amend Section 7.0, Hours of Work and Work Week, Subsection 7.9 A, Lunch Period, of the Rules Governing Employee Compensation, Benefits and Working Conditions, to read as follows:

7.9 Lunch Period

A. Lunch and Break Periods - General, Supervisory, and Professional Units

Each employee shall be guaranteed a lunch period of one-half hour or one hour, to be determined by his/her department head and depending upon his/her workday. For employees working a full shift, such lunch period shall be scheduled at or near the midpoint of the scheduled hours of work. In the event an employee is requested in advance by his/her Department Head to work during his/her regular lunch period, he/she shall be credited at the applicable overtime rate for working during such lunch period.

Full time employees will be granted two (2) breaks of fifteen (15) minutes each in addition to a lunch period. One fifteen (15) minute break will be scheduled during the first half of the employee's shift and one fifteen (15) minute break will be scheduled during the second half of the employee's shift. Employees that work six (6) hours per day or less shall be granted one (1) break of fifteen (15) minutes. Breaks shall be determined by the department head and/or his/her designee consistent with the workload and in accordance with the requirements of the department. Breaks shall not be unreasonably or consistently denied. Assigned break times may be adjusted due to work load.

Missed breaks shall not accumulate nor be used to shorten the workday nor lengthen the lunch period.

Employees assigned to the Psychiatric Health Facility or Psychiatric Emergency Services in the following classification titles do not receive regularly scheduled duty-free lunch periods, and shall be compensated an additional twenty (20) minutes each workday which is in addition to compensation for all hours of their assigned shift. Classifications eligible for this benefit are: Crisis Counselor, Mental Health Worker I/II, Intervention Counselors I/II, and all Nursing and Mental Health Therapist classifications assigned therein. Employees who leave the worksite for a lunch or break period must use available leave balances for their absence and shall not be eligible for the additional twenty (20) minutes of compensation for that work shift.

ARTICLE XIV OVERTIME

County and Association agree to amend Section 8.0, Overtime, Subsections 8.11 A, Use of Accumulated Compensatory Time, and 8.19, Daylight Savings, of the Rules Governing Employee Compensation, Benefits and Working Conditions, to read as follows:

8.11 Use of Accumulated Compensatory Time

A. General, Supervisory, and Professional Units

The use of compensatory time shall be on a date mutually agreed upon by the employee and the department head, with due consideration given to the efficient operation of the department and current departmental workload. Employee requests to take compensatory time off shall not be unreasonably denied by the department head. Compensatory time may be taken off in increments of one-quarter (1/4) hour or in a lesser amount as needed to exhaust the leave balance.

8.19 Daylight Savings

- A. If the changeover from Daylight Savings Time to Standard Time in the fall results in an extended workday, employees shall be compensated for the actual number of hours worked, including overtime compensation if applicable.
- B. If the changeover from Standard Time to Daylight Savings Time in the spring results in a reduced workday, employees will be compensated for the actual number of hours worked, except that employees shall use available leave balances to offset any loss of pay that would otherwise occur. In addition, employees shall be compensated an additional thirty (30) minutes for that work shift.

ARTICLE XV REHIRES

County and Association agree to amend Section 12.0, Sick Leave, Subsection 12.17, Rehire, of the Rules Governing Employee Compensation, Benefits and Working Conditions, to read as follows:

12.17 Rehire

An employee's sick leave accruals forfeited at the time of separation from employment will be reinstated if he/she is rehired within one year, pursuant to law.

ARTICLE XVI HOLIDAYS

County and Association agree to amend Section 13.0, Holidays and Holiday Pay, Subsections 13.1 A, Holidays and Holiday Pay/Established Holidays, and 13.13 A, Holiday Time Bank, of the Rules Governing Employee Compensation, Benefits and Working Conditions, to read as follows:

13.1 Holidays and Holiday Pay/Established Holidays

A. General, Supervisory and Professional Units

Except as noted below, the following are established as holidays for all regular employees:

1. January 1, New Year's Day
2. Third Monday in January, Martin Luther King, Jr. Day
3. Third Monday in February, Washington's Birthday
4. March 31, César Chávez Day
5. Last Monday in May, Memorial Day
6. June 19, Juneteenth
7. July 4, Independence Day
8. First Monday in September, Labor Day
9. November 11, Veterans Day
10. Thanksgiving Day
11. The Friday following Thanksgiving Day
12. December 24, the day before Christmas
13. December 25, Christmas Day
14. Either the day after the Christmas holiday or the day before the New Year's holiday*
15. All other days as may be approved by the Board of Supervisors

*Employees may take either the next work day after the Christmas holiday or the work day before the New Year's holiday as a holiday. For those employees who may receive either day as a holiday, the day to be taken as a holiday is subject to scheduling by the employee's department to ensure adequate staffing is available to provide coverage on both days.

13.13 Holiday Time Bank

A. General, Supervisory and Professional Units

Equivalent time off earned by an employee because the employee is required to work a holiday and holiday earned because the employee's scheduled day off falls on a holiday shall be maintained in a holiday time bank separate from compensatory time earned for

overtime purposes. The maximum number of earned holiday hours in the holiday time bank shall be 60. Holiday time earned in excess of sixty (60) hours shall be paid.

A request to use holiday time by an employee shall be submitted in writing to his/her appointing authority or his/her designee. Holiday time off shall be taken at such time as may be approved by the appointing authority or his/her designee; however, consideration shall be given to effectuating the wishes of those employees requesting specific time off. The appointing authority or his/her designee shall respond within five (5) working days from the date the employee submits the request, whenever practical. No holiday time off shall be granted to, or taken by, an employee without the consent of the appointing authority or his/her designee.

ARTICLE XVII SHIFT DIFFERENTIAL

County and Association agree to amend Section 17.0 Shift Differential Pay, Subsection 17.1, Shift Differential Pay, of the Rules Governing Employee Compensation, Benefits and Working Conditions, to read as follows:

17.1 Shift Differential Pay

A. General, Supervisory and Professional Units (Other Than 4-10 or 9-80 Work Schedule)

All employees, except employees in custodian classifications, who are required to work an evening or night shift shall be entitled to an extra allowance of twenty-three dollars (\$23.00) per shift. For the purpose of this paragraph, an evening or night shift is a seven and a half (7 ½) or an eight (8) hour shift in which the employee works four (4) or more hours between the hours of 5:00 p.m. and 8:30 a.m. Employees assigned to the Psychiatric Health Facility (PHF) or Psychiatric Emergency Services (PES) who work a shift that includes four (4) or more hours between the hours of 8:30 a.m. and 5 p.m. on a Saturday or Sunday shall be eligible for the shift differential provided for in this Section.

B. General, Supervisory and Professional Units – Employees Assigned to Work a 4-10 or 9-80 Work Schedule

All employees, except employees in custodian classifications, who are required to work an evening or night shift shall be entitled to an extra allowance of twenty-five dollars and eighty-eight cents (\$25.88) per shift if assigned to work a nine (9) hour shift or twenty-eight dollars and seventy-five cents (\$28.75) per shift if assigned to work a ten (10) hour shift. For the purpose of this paragraph, an evening or night shift is a nine (9) or ten (10) hour shift in which the employee works four (4) or more hours between the hours of 5:00 p.m. and 8:30 a.m. Employees assigned to the Psychiatric Health Facility (PHF) or Psychiatric Emergency Services (PES) who work a shift that includes four (4) or more hours between the hours of 8:30 a.m. and 5 p.m. on a Saturday or Sunday shall be eligible for the shift differential provided for in this Section.

ARTICLE XVIII UNIFORM ALLOWANCE

County and Association agree to amend Section 19.0, Uniform Allowance, Subsections 19.1, Uniform Allowance, and 19.8, Uniforms Provided, of the Rules Governing Employee

Compensation, Benefits and Working Conditions, to read as follows:

19.1 Uniform and Safety Shoe Allowance – General, Supervisory, and Professional Units

Effective the second full pay period following Board approval, the County will pay a uniform and safety shoe allowance of nine hundred ten dollars (\$910.00) per calendar year to employees in building services worker, groundskeeper, custodian and food services worker classifications. The nature, design and color of employee uniforms and the specifications for safety shoes shall be determined by the appointing authority. Employees who receive a uniform and safety shoe allowance are required to wear such uniform and safety shoes during each workday as a condition of employment unless waived by the appointing authority for good cause, such as attendance at a conference or workshop. The uniform and safety shoe allowance shall be paid in equal amounts over twenty-six (26) pay periods in a calendar year and is subject to tax withholdings in accordance with state and federal law.

19.8 Uniforms Provided – General, Supervisory, and Professional Units

Employees in equipment mechanic and road maintenance classifications will be provided laundered work uniforms at County expense. The nature, design and color of such uniforms as well as the method of providing them shall be determined by the County. Uniforms provided pursuant to this Section shall generally be suited to the work being performed and specifically will match the safety/visibility requirements of the position.

ARTICLE XIX SALARY ADJUSTMENTS

County and Association agree to amend Section 13.0, Merit Increases Within Salary Range, Subsection 13.1 D, Salary Adjustments, of the Personnel Rules and Regulations, to read as follows:

13.1 Salary Adjustments

D. General, Supervisory, and Professional Units

Through 6/30/2023:

A regular employee hired after the beginning of the first full pay period following final approval of this MOU by the Board, shall receive a merit salary increase to step two (2) of his or her salary range on the first day of the biweekly pay period following twenty-six (26) pay periods of continuous service in the first step unless the probationary period is extended in the manner provided by the Rules. In the event of such an extension of the probationary period, an employee shall receive such merit salary increase on the first day of the pay period following the completion of the extended probationary period. For purposes of merit advancement above step two (2), all employees shall serve a minimum amount of time at each salary level before becoming eligible to progress to the next step as follows: a minimum of twenty-six (26) biweekly pay periods service in step two (2) before becoming eligible for advancement to step three (3); a minimum of twenty-six (26) biweekly pay periods service at step three (3) before becoming eligible for advance to step four (4); a minimum of twenty-six (26) biweekly pay periods service at step four (4) before becoming eligible for advancement to step five (5).

Any regular employee who has been on step five (5) of a salary range for a minimum of one hundred thirty (130) biweekly pay periods (five years) or any regular employee who has attained step five (5) of the range and has two hundred sixty (260) biweekly pay periods (ten years) continuous County service shall be eligible for step six (6), a five percent (5%) salary increase above step five (5).

Any regular employee who has attained step five (5) of the range and has been on step 5 a minimum of one hundred thirty (130) biweekly pay periods (five years), at least once, and has three hundred ninety (390) biweekly pay periods (fifteen years) continuous County service shall be eligible for step seven (7), an additional two and one-half percent (2.5%) of salary above step six (6).

Any regular employee who has attained step five (5) of the range and has been on step 5 a minimum of one hundred thirty (130) biweekly pay periods (five years), at least once, and has five hundred twenty (520) biweekly pay periods (twenty years) continuous County service shall be eligible for step eight (8), an additional five percent (5%) of salary above step six (6).

Any regular employee who has attained step five (5) of the range and has been on step 5 a minimum of one hundred thirty (130) biweekly pay periods (five years), at least once, and has six hundred fifty (650) biweekly pay periods (twenty-five years) continuous County service shall be eligible for step nine (9), an additional seven and one-half percent (7.5%) of salary above step six (6).

Any regular employee who has attained step five (5) of the range and has been on step 5 a minimum of one hundred thirty (130) biweekly pay periods (five years), at least once, and has seven hundred eighty (780) biweekly pay periods (thirty years) continuous County service shall be eligible for step ten (10), an additional ten percent (10%) of salary above step six (6).

Employees starting above step one (1) of the salary range shall be eligible for a merit salary increase to the next step of the salary range on each salary anniversary date, if eligible pursuant to these Rules, until reaching the maximum step of their salary range.

Effective 7/1/2023:

A regular employee hired at step one (1) of the salary range, shall receive a merit salary increase to step two (2) of the salary range on the first day of the biweekly pay period following twenty-six (26) pay periods of continuous service in the first step unless the probationary period is extended in the manner provided by the Rules. In the event of such an extension of the probationary period, an employee shall receive such merit salary increase on the first day of the pay period following the completion of the extended probationary period. For purposes of merit advancement above step two (2), all employees shall serve a minimum amount of time at each salary level before becoming eligible to progress to the next step as follows: a minimum of twenty-six (26) biweekly pay periods service in step two (2) before becoming eligible or advancement to step three (3); a minimum of twenty-six (26) biweekly pay periods service at step three (3) before becoming eligible for advance to step four (4); a minimum of twenty-six (26) biweekly pay periods service at step four (4) before becoming eligible for advancement to step five (5).

Any regular employee who has been on step five (5) of a salary range for a minimum of fifty

two (52) biweekly pay periods shall be eligible for step six (6), a five percent (5%) salary increase above step five (5).

Any regular employee who has been on step six (6) of the range a minimum of fifty two (52) biweekly pay periods shall be eligible for step seven (7), a two and one-half percent (2.5%) increase above step six (6).

Any regular employee who has been on step seven (7) of the range a minimum of fifty two (52) biweekly pay periods shall be eligible for step eight (8), a two and one-half percent (2.5%) of salary above step seven (7).

Salary steps nine (9) and ten (10) shall be frozen and no employees shall be eligible for placement into those steps. Employees at step nine (9) or step ten (10) shall be "grandfathered" and remain at their present salary step until such time as they separate employment. Employees who remain at steps nine (9) and ten (10) shall be eligible to receive the same salary adjustments received by other employees in their classification title.

Salary steps nine (9) and ten (10) shall be deleted from the salary schedule when there are no employees remaining in the step.

Employees starting above step one (1) of the salary range shall be eligible for a merit salary increase to the next step of the salary range on each salary anniversary date, if eligible pursuant to these Rules, until reaching the maximum step of their salary range.

A regular employee who has completed ten full years of continuous County service (260 biweekly pay periods) shall be eligible for an additional premium pay of two and one-half percent (2.5%) above their base hourly wage at their current salary step for a total of two and one-half percent (2.5%) of longevity premium pay.

A regular employee who has completed fifteen full years of continuous County service (360 biweekly pay periods) shall be eligible for an additional premium pay of two and one-half percent (2.5%) above their base hourly wage at their current salary step for a total of five percent (5.0%) of longevity premium pay.

Longevity pay shall be reported to CalPERS as special compensation.

ARTICLE XX DISCIPLINE

County and Association agree to amend Section 22.0, Discharge, Dismissal, Suspension, Reprimand, Reduction in Rank, and Right of Appeal, Subsection 18.7 A, Right of Appeal, of the Personnel Rules and Regulations, to read as follows:

18.7 Right of Appeal

A. General, Supervisory and Professional Units – Non-Merit Systems Positions

1. The employee shall have the right to appeal the Significant Disciplinary Action to an Arbitrator following exhaustion of an attempt to resolve the matter through mediation as set forth in these rules.

2. Any regular permanent employee may appeal Significant Disciplinary Action by filing a written Notice of Appeal with the County Human Resources Director within ten (10) working days after service on such employee of the Order of Disciplinary Action.
3. Filing of an appeal shall not stay the effective date of the Order of Disciplinary Action.
4. Failure to make a timely, written request for Appeal shall constitute a formal withdrawal and a waiver of the employee's right to appeal.

ARTICLE XXI ALCOHOL AND DRUG ABUSE POLICY

County and Association agree to amend Section 24.0, Alcohol and Drug Abuse Policy, by revising Subsections 24.1, Purpose, and 24.2, Policy, and *deleting* Subsection 24.10, Testing of Employees Not Covered by U.S. Department of Transportation Regulations, of the Personnel Rules and Regulations, to read as follows:

24.1 Purpose

It is the intention of this policy to eliminate substance abuse and its effects in the workplace. While Sutter County has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective. Drug and alcohol abuse increases the potential for accidents, absenteeism, substandard performance, poor morale and damages the public services of Sutter County. Involvement with drugs and alcohol can take its toll on job performance and employee safety.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance under the County's health plan or Employee Assistance Program (EAP). While the County will be supportive of those who seek help voluntarily, the County will be equally firm in identifying and disciplining those who continue to be substance abusers.

Supervisors will be trained to recognize abusers and become involved in this control process. Alcohol or drug abuse will not be tolerated, and disciplinary action, up to and including termination, will be used as necessary to achieve this goal.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of County managers and employees. To that end the County will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the County's reputation. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination, or in not being hired.

In recognition of the public service responsibilities entrusted to the employees of the County, and that drug and alcohol usage can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by Sutter County.

24.2 Policy

It is Sutter County's policy to provide a drug free workplace for Sutter County employees and that employees shall not be under the influence of or in possession of alcohol or drugs while on County property, at work locations, or while on duty. Furthermore, employees shall not use or be under the influence of alcohol or drugs, nor have their ability to work impaired as of the result of the use of alcohol or drugs while subject to being called to duty. Sutter County employees shall not manufacture, sell or otherwise provide drugs or alcohol to any other person, including a county employee, on duty or on standby.

Any employee who violates one or more of the prohibitions outlined in the regulations and County policy may be subject to discipline, up to and including termination pursuant to Section 18 of the Sutter County Personnel Rules and Regulations.

However, an employee removed from work as a result of violating one or more of the prohibitions shall be placed on Leave of Absence With Pay pursuant to subsection 14.16 of the Sutter County Rules Governing Employee Compensation, Benefits, and Working Conditions until they return to work pursuant to the regulations and County Policy or discipline is imposed which would remove them from paid status.

While use of medically prescribed medications and drugs is not per se a violation of this policy, failure by the employee to notify his/her supervisor, before beginning work, when taking medications or drugs which could foreseeably interfere with the safe and effective performance of duties or operation of County equipment can result in discipline, up to and including termination. It is the intent of the County that this requirement is solely for the purpose of identifying physical or mental limitations that could impact the employee's performance or safety. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medication or drugs, clearance from a qualified physician may be required

The County reserves the right to search upon reasonable suspicion without employee consent, all areas and property in which the County maintains control or joint control with the employee, except as provided by law. Otherwise, the County may notify the appropriate law enforcement agency that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the County.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be assigned no duty for a reasonable time until he or she can be safely transported from the work site.

The County is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as disabled under federal and/or state law.

The County's health plan provides medical care for employees with alcohol or drug problems. The Employee Assistance Program (EAP) may also have resources that employees may utilize for substance use issues.

ARTICLE XII VEHICLE POLICY

County and the Association agree to revise the Global Positioning System (GSP) section of the County Vehicle Policy to read as follows:

GLOBAL POSITIONING SYSTEM (GPS)

County vehicles, including take-home vehicles may be equipped with GPS technology. GPS technology provides a broad spectrum of safety, diagnostics, and vehicle maintenance enhancements, to include:

- A. Employee Safety. Ability to locate County vehicles at all times during emergency situations.
- B. Roadside Assistance. Timely roadside assistance for disabled County vehicles.
- C. Remote engine diagnostics. Fleet division alerted when a diagnostic fault code occurs.
- D. Preventative Maintenance. Access to accurate mileage information to keep County vehicles on their proper maintenance cycles, reducing breakdowns.
- E. May eliminate Smog Inspections. GPS system can measure the emissions and may eliminate the need to perform smog tests.
- F. Vehicle Data Reporting. The system will monitor the miles per gallon, idling time, speed, location and overall vehicle usage. The County may use GPS technology in the ordinary course of business.

The Board of Supervisors hereby delegates authority to the Director of General Services, to determine the County vehicles in which GPS technology will be installed, to establish record keeping systems for data collection through GPS technology, and to otherwise implement this Policy.

Only Department Heads, or their designee, will have access to the GPS system regarding employee vehicle reporting. GPS data may be used to maximize route efficiencies and/or reinforce safe driving practices. GPS data may also be used to monitor individual employee driving practices and locations where the department has reason to suspect misconduct on the part of the employee, and can be used to take disciplinary action up to and including termination against an employee as appropriate and in accordance with the County Personnel Rules and Regulations.

This purpose for monitoring GPS data is to ensure that employees are safely operating County vehicles, to ensure vehicles are being used for County purposes, and to ensure that employees are conducting County business on County-paid time. When the department has reason to suspect misconduct, a meeting shall be scheduled between the employee and the County to investigate the matter further. GPS data alone shall not be the only information utilized by the County for a significant disciplinary action as defined in Section 18 of the County Personnel Rules & Regulations.

ARTICLE XXIII SAVINGS CLAUSE

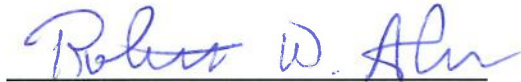
If any section, subsection, paragraph, sentence, clause, or phrase of this MOU shall, for any reason, be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portion of this MOU, it being expressly provided that each section, subsection, paragraph, sentence, clause, or phrase hereof would have been adopted irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses or phrases shall be declared invalid or unconstitutional. The County and Association agree to meet and confer concerning any provision of this MOU declared invalid or unconstitutional by a court of competent jurisdiction.

Dated this 9th day of August, 2022

FOR THE SUTTER COUNTY EMPLOYEES'
ASSOCIATION




Date 8/16/22



Date 8/18/2022

FOR THE COUNTY OF SUTTER



Chairman
Date 08/09/2022

Approved as to Form
County Counsel
Sutter County, California

By 

Attachment A

Classification	Current Pay Grade	New Pay Grade
Building Inspector I	PRO37	PRO38
Building Inspector II	PRO39	PRO40
Building Inspector III	PRO41	PRO42
Charge Nurse	SNU41	SNU42
Code Enforcement Officer I	GEN36	GEN38
Code Enforcement Officer II	GEN38	GEN40
Crisis Counselor	PRO38	PRO39
Director of Psych Nursing	SNU44	SNU45
Environmental Health Spec I	PRO36	PRO37
Environmental Health Spec II	PRO38	PRO39
Environmental Health Spec III	PRO40	PRO41
Intervention Counselor I	PRO35	PRO36
Intervention Counselor II	PRO37	PRO38
Licensed Vocational Nurse	GNU34	GNU35
LPT/Psychiatric LVN	GNU36	GNU37
Mental Health Worker I	GEN32	GEN33
Mental Health Worker II	GEN34	GEN35
Nutritional Assistant	GCL29	GCL30
Nutritionist	PRO38	PRO39
Prevention Services Coordinator	SUP42	SUP43
Public Assistance Spec Supv	SCL37	SCL38
Public Assistance Specialist I	GCL31	GCL32
Public Assistance Specialist II	GCL33	GCL34
Public Assistance Specialist III	GCL34	GCL35
Public Health Epidemiologist	PRO43	PRO44
Public Health Nurse I	PNU40	PNU41
Public Health Nurse II	PNU41	PNU42
Public Health Nurse III	PNU42	PNU43
Resource Specialist	PRO38	PRO39
Social Services Aide	GEN32	GEN33
Social Worker I Childrens	PRO35	PRO36
Social Worker II Childrens	PRO37	PRO39
Social Worker III Childrens	PRO39	PRO41
Social Worker IV Childrens	PRO41	PRO42
Social Worker Supv I Childrens	SUP42	SUP43
Social Worker Supv II Childrens	SUP43	SUP44
Staff Nurse	PNU40	PNU41
Staff Nurse (BH)	PNU40	PNU41
Supv Public Health Nurse	SNU44	SNU45
Supvg Enviro Health Spec	SUP43	SUP44
Victim Advocate I	GCL29	GCL31
Victim Advocate II	GCL33	GCL35
Vocational Assistant	GCL29	GCL30
WIC Coordinator	SUP40	SUP41