

MEMORANDUM OF UNDERSTANDING
GENERAL, SUPERVISORY AND PROFESSIONAL UNITS
JANUARY 1, 2020 – JUNE 30, 2022

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 March 23, 2021. 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 January 1, 2020 and end on June 30, 2022.

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 December 31, 2019, subject to the changes in such items contained in Board Resolution 83-123 and MOU of parties entered subsequent to December 31, 2019.

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

Effective April 10, 2021, wages for all represented employees will increase by one percent (1%).

Effective the first day of the first full pay period in July 2021, wages for the classification of Supervising Probation Officer will be increased by one percent (1%).

Effective the first day of the first full pay period in January 2022, wages for all represented employees will be increased by one percent (1%).

During the term of the agreement, the County shall adjust salary ranges to be not less than the state minimum wage as reflected in Attachment A.

ARTICLE XIII PAYMENT OF SALARY

County and Association agree to amend Section 4.0, Payment of Salary, of the Rules Governing Employee Compensation, Benefits and Working Conditions by revising Subsection 4.2, Payment of Salaries, and adding Subsection 4.8, Payroll Errors, to read as follows:

4.2 Payment of Salaries

Except as otherwise provided in this section, the Auditor-Controller shall pay the salaries of the officers, deputies, clerks, and employees of the several departments of the County on the Friday following the completion of each regular biweekly pay period prior to 12:00 noon. In the event said Friday falls on a holiday, then payment shall be made on the last preceding workday.

Notwithstanding the above, special pay dates shall apply to certain employees as follows:

- (a) Dismissal. In the event an employee is dismissed during the course of a workday, he/she shall be paid within the guidelines provided by the Fair Labor Standards Act (FLSA), which states that wages earned in a pay period must be paid by the regular pay day for the period covered. Final payouts for any payable leave accruals shall be paid on the following regular pay date.
- (b) Extra Help. Employees classified as extra help shall have working hours reported by the Department Head and shall be paid on the same days as set forth in this section.
- (c) Resignation. An employee who has submitted a written resignation to a Department Head stating the reasons for such resignation shall be paid on the employee's normal pay date.

4.8 Payroll Errors

For errors of any kind resulting in overpayment of wages, employees shall reimburse the County through payroll deduction to cover the same number of pay periods in which the error occurred.

Employees shall be allowed to also deduct accrued leave balances, with exception of sick leave for purposes of repayment. Should an employee separate from service before the overpayment is paid in full, the remaining balance shall be deducted from his/her final pay check. Nothing precludes the County and the employee agreeing to a longer or shorter payment plan. In no event will retroactive payroll errors be made beyond the statute of limitations of the Fair Labor Standards Act.

ARTICLE XIV ACCRUAL OF LEAVE BALANCES

County and Association agree to amend Section 5.0, Benefit Programs, Subsection 5.3, Accrual of Leave Balances for Exempt (FLSA) Employees, of the Rules Governing Employee Compensation, Benefits and Working Conditions, to read as follows:

5.3 Accrual of Leave Balances for Exempt (FLSA) Employees:

Notwithstanding any other provision of these rules, no employee exempt from the provisions of the Fair Labor Standards Act by reason of his or her executive, administrative, or professional duties, shall have his or her pay or any accrual of any other benefit including but not limited to sick leave and vacation reduced as a result of an absence from work of less than one day.

This provision shall in no way affect the requirement that exempt employees use available leave balances for absences from work.

ARTICLE XV OFFICE HOURS

County and Association agree to amend Section 6.0, Office Hours, Subsections 6.1, Normal Office Hours, and 6.3, Departments Requiring Different Office Hours, of the Rules Governing Employee Compensation, Benefits and Working Conditions, to read as follows:

6.1 Normal Office Hours

All County offices and departments shall be open for public service continuously at least from 8:00 a.m. to 5:00 p.m. except for holidays. Departments are permitted to close to the public every other Friday with the approval of the County Administrative Officer. All departments shall post the hours and days they are open to the public at their physical worksite and in any other location (e.g., website) where operating hours are customarily posted.

6.3 Departments Requiring Different Office Hours

Departments for which necessity requires a different schedule than that generally applied shall remain open for public service according to schedules prepared by the respective department head and approved by the County Administrative Officer.

ARTICLE XVI OFFICIAL WORK WEEK

County and Association agree to amend Section 7.0, Hours of Work and Work Week,

Subsection 7.1 A, Official Work Week, of the Rules Governing Employee Compensation, Benefits and Working Conditions, to read as follows:

7.1 Official Work Week

- A. The official work week is a fixed 168-hour period consisting of seven 24-hour periods. Except as otherwise provided below, the official work week for full time employees shall be forty (40) hours. An employee's workweek shall begin and end in accordance with the employee's assigned work schedule.

ARTICLE XVII OVERTIME

County and Association agree to amend Section 8.0, Overtime, Subsections 8.1 B, Definition, and 8.6, Rate and Type of Compensation, of the Rules Governing Employee Compensation, Benefits and Working Conditions, to read as follows:

8.1 Definition

- B. General, Supervisory and Professional Units – Non-exempt Employees and Exempt Employees Working a 4-10 or 9-80 Work Schedule

"Overtime work" for non-exempt employees and exempt employees working a 4-10 or 9-80 work schedule shall be defined as all authorized work by an eligible employee in excess of forty (40) hours in a seven (7) day work period performed by a full-time regular employee.

Authorized overtime shall be compensated for at a rate of one and one-half (1 1/2) hours for each overtime hour worked.

Other than County observed holidays specified in Section 13.0, herein, paid leave time, such as sick leave, vacation leave, and compensatory time shall not be considered hours worked for purposes of calculating overtime.

For employees working a 4-10 or 9-80 work schedule, in situations where employees supplement holiday leave with vacation leave, compensatory time, or holiday leave, in order to equal a full-day's pay on a County observed holiday, said leave shall be considered holiday leave for purposes of calculating overtime.

8.6 Rate and Type of Compensation

General, Supervisory and Professional Units

Except as specified herein, authorized overtime shall be converted to compensatory time at a rate of one and one-half hours for each overtime hour worked, except that with approval of the County Administrative Officer or designee, such overtime may be paid at the option of the appointing authority. After an employee has accumulated a maximum of eighty (80) compensatory hours at the close of any biweekly pay period, all compensatory hours in excess of eighty (80) shall be paid. The employee may request to cash out up to forty (40) hours of accrued compensatory time during the month of June each year. Such requests shall be approved or denied at the sole option of the department head.

ARTICLE XVIII VACATION

County and Association agree to amend Section 11.0, Vacation, Subsections 11.2 A, Maximum Vacation Accumulation and 11.9 A, Scheduling and Granting by Appointing Authority, of the Rules Governing Employee Compensation, Benefits and Working Conditions, to read as follows:

11.2 Maximum Accumulation

A. General, Supervisory and Professional Units

Earned vacation for each regular employee in the classified service shall be credited at the end of each biweekly payroll period, computed on the basis of hours of actual service, and may be accumulated to a total of not more than three hundred twenty (320) hours.

The above does not apply to extra help employees.

11.9 Scheduling and Granting by Appointing Authority

A. General, Supervisory and Professional Units

Each Department Head shall be responsible for scheduling the vacation of his/her employees in such a manner as to achieve the most efficient functioning of the department and the County service. A request for vacation by an employee shall be submitted in advance to his/her appointing authority. Vacations shall be taken at such time as may be approved by the department head, however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

If the vacation request is for forty (40) hours or more and is submitted thirty (30) or more calendar days in advance, the appointing authority, or his/her designee, will approve or deny the request within ten (10) working days unless the employee requests expedited processing and explains the reason for the request. If expedited processing is requested, the appointing authority or designee will make every reasonable effort to comply with the timeline requested by the employee.

If the vacation is submitted fewer than thirty (30) calendar days but more than five (5) working days in advance, the appointing authority shall respond within five (5) working days from the date the employee submits the request, whenever practical.

Although the use of vacation is intended to be planned as far in advance as is reasonably possible, vacation requests for the employee's normal workday or less due to unforeseen circumstances may be made fewer than five (5) days in advance, to include same day requests. In such cases, the appointing authority or his/her designee shall approve or deny the request as soon as practical.

No vacation shall be granted to, or taken by, an employee without the consent of the appointing authority or his/her designated representative.

ARTICLE XIX SICK LEAVE

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

12.1 General

Sick leave with pay shall be earned by regular employees in the classified service and may be used in accordance with these rules.

For purposes of this section, one year shall be equivalent to twenty-six (26) biweekly pay periods.

The Board of Supervisors recognizes that it may become necessary for an employee who is ill or injured to be absent from work. For this reason, the Board has established a sick leave plan designed to protect the earnings of the employee during those times.

Sick leave is granted for necessary absences from work due to a legitimate personal illness or injury, personal medical/dental appointments or for family illness or injury.

Sick leave is a monetary benefit, like insurance to protect the earnings of the employee. It aids the employee in meeting bills and other financial obligations when sickness or injury has temporarily taken away the ability to work. Sick leave is not intended to provide a paid day off, like holidays and vacation, under the guise of "sickness". The County provides sick leave as a benefit to employees. However, the County's first obligation to the residents of Sutter County is to provide cost-effective services. Therefore, the effect of the use of sick leave on services and employee performance is a critical matter.

12.2 Sick Leave - Rate of Accumulation

Sick leave shall accrue at the rate of .0462 hours for each hour paid to a maximum of approximately 3.7 hours in a pay period (i.e. twelve (12) 8-hour days per year). Sick leave shall be credited at the end of each biweekly pay period.

The above does not apply to extra help employees.

12.3 Paid Sick Leave for Extra Help Employees

A. The purpose of this policy is to comply with AB1522, the Healthy Workplaces, Healthy Families Act of 2014, California Labor Code Sections 245 – 249, which entitles all employees who work more than thirty (30) days within a year to paid sick leave.

While the law applies to all Sutter County employees, this policy specifically addresses paid sick leave for extra help employees.

B. Definitions

1. Employee. For purposes of this policy, an employee includes an individual who is employed by Sutter County as extra help.

2. Family Member. Includes any of the following:

- a. A child, which for purposes of this policy means biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stand in loco parentis. This definition of a child is applicable regardless of age or dependency status.
- b. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- c. A spouse.
- d. A registered domestic partner.
- e. A grandparent.
- f. A grandchild.
- g. A sibling.

3. Paid Sick Days. Time that is compensated at the same wage as the employee normally earns during regular work hours.

C. Sick Leave – Rate of Accumulation

Effective July 1, 2015, extra help employees shall accrue one (1) hour of sick leave for every thirty (30) hours worked and may be accumulated to a total of not more than forty-eight (48) hours.

D. Use of Sick Leave

An employee shall be eligible to use their sick leave accruals beginning on the 90th day of employment. Sick leave can only be used on days the employee is scheduled to work.

Use of accruals is limited to no more than 3 days (24 hours) per calendar year. There is no minimum increment of sick leave required to be used.

Sick leave accruals can be used for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or their family member, as defined.

Sick leave can also be used for the following purposes related to the health and safety of an employee who is a victim of domestic violence, sexual assault, or stalking:

- a. To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
- b. To seek medical attention for injuries;
- c. To obtain services from a shelter, program, or crisis center;
- d. To obtain psychological counseling; and
- e. To participate in safety planning and take other actions to increase safety, including temporary or permanent relocation.

Reasons for the use of paid sick leave shall be treated as confidential and shall not be disclosed to any person except as required by law.

E. Notification

An employee can request to use their sick leave orally or in writing. When the need to use sick leave is foreseeable, the employee shall provide reasonable advance notification to his/her first line supervisor or other individual designated by the appointing authority. In all

other instances the employee shall notify his/her first line supervisor or other individual designated by the appointing authority within one-half hour after the time set for beginning his/her duties unless circumstances make it impossible, then notification will be provided as soon as practicable.

F. End of Temporary Employment

An employee shall not be compensated for sick leave accruals upon termination of employment or release. An extra help employee who is hired into a permanent position shall retain their sick leave accruals.

G. Rehire

An employee's sick leave accruals at the time of termination of employment will be reinstated if he/she is rehired within one year.

A rehired employee, who returns within one year, is eligible to use their sick leave accruals immediately upon being rehired and does not need to wait for the 90th day of employment regardless of how long the employee was previously employed with the County.

H. Retaliation

Denying an employee the right to use paid sick leave is prohibited. Retaliation or discrimination against an employee who requests or uses paid sick leave is prohibited. Employee has the right to file a complaint against an employer who retaliates or discriminates against him/her for requesting or using accrued sick days; attempting to exercise the right to use accrued paid sick days; filing a complaint or alleging a violation of Article 1.5 section 245 et seq. of the California Labor Code; or cooperating in an investigation or prosecution of an alleged violation of this Article or opposing any policy or practice or act that is prohibited by Article 1.5 section 245 et seq. of the California Labor Code.

12.4 Permissive Uses of Sick Leave

Sick leave may be applied to:

- A. An absence necessitated by an employee's personal illness or injury, diagnosis, care or treatment of an existing health condition of, or preventive care for, an employee.
- B. Absence due to an employee's exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.
- C. Illness or disability to an employee caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery from any of the foregoing.
- D. Health and safety of an employee who is a victim of domestic violence, sexual assault, or stalking:
 - 1. To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
 - 2. To seek medical attention for injuries;

3. To obtain services from a shelter, program, or crisis center;
 4. To obtain psychological counseling; or
 5. To participate in safety planning and take other actions to increase safety, including temporary or permanent relocation.
- E. Medical and dental office appointments. Employees are requested to secure medical and dental appointments on their own time, but when this is not possible, appointments shall be secured to reduce to a minimum the time away from work. Employees are encouraged to have periodic examinations to maintain their health.
- F. While the County's sick leave is designated to benefit the employee, this does not mean that the employee does not have a responsibility. Generally, employees are responsible for proper use of the benefit; and it is expected they will make every effort to recuperate through rest and/or medication.
- G. Sports and other non-county work activities are inappropriate and unacceptable for an employee who is on paid sick or disability leave during scheduled work time from their county position, unless such activity is prescribed by the treating provider for the specific purpose of rehabilitation.

12.5 Family Sick Leave

Whenever any employee in the classified service believes it necessary that he/she be absent from duty because of the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee's family member, he/she may request from his/her department head to be absent. Any such time off shall be charged against sick leave. Such leave shall be subject to all the provisions of Section 12.9, 12.10, 12.12 and other appropriate sections.

Family member is defined as follows: child, parent, spouse/registered domestic partner, grandparent, grandchild and sibling. Child is defined as a biological, adopted or foster son or daughter, a stepson or stepdaughter, a legal ward, a son or daughter of a domestic partner, or the person to whom the employee stands in loco parentis, regardless of the child's age or dependency status.

Parent is defined as a biological, step or adopted parent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood "in loco parentis" to the employee when the employee was a child. A "domestic partner" means a person who qualifies as a domestic partner under Family Code Sections 297, et seq., and has registered as a domestic partner with the California Secretary of State.

12.6 Prohibitive Uses of Sick Leave

No employee shall be entitled to sick leave with pay while absent from duty on account of any of the following reasons:

1. Sickness, injury or disability sustained while on leave of absence without pay.
2. Disability arising from any sickness or injury purposely self-inflicted, unless at the time of said sickness or injury the employee was under the care of a psychiatrist, psychologist or PSW.
3. Inability to work because of intemperance or "hangover" except in those instances when

an employee is under the care of a physician or recognized alcoholic treatment program.

Sick leave shall not be used as vacation, but vacation or compensatory time off may be used in lieu of sick leave.

12.7 Procedures for Sick Leave Accrual

An employee shall not begin to accrue sick leave with pay until the first day of the biweekly pay period following the biweekly pay period in which such employee begins work; provided, however, that if a new employee begins work on the first working day of the biweekly pay period, such employee shall accrue sick leave beginning as of that date.

Employees shall accumulate sick leave accruals without limit. Sick leave shall be earned as follows:

1. Each regular full-time employee shall accrue sick leave with pay as specified in Section 12.2 above.
2. A regular part-time employee shall accrue sick leave with pay in the proportion that his or her regularly scheduled hours of part-time service bear to regular full-time service
3. Sick leave credit shall accrue on the first day of the biweekly pay period following the biweekly pay period when sick leave credit is earned.

12.8 Limit on Use of Sick Leave with Pay

No employee shall be allowed any sick leave with pay in excess of that actually accrued at the time such sick leave is taken.

12.9 Notification

A key issue is the responsibility of the employee to notify the supervisor of the illness and to keep the immediate supervisor informed of his/her progress during the course of the illness.

When the requirement for sick leave is known to the employee in advance of his/her absence, the employee shall request authorization for sick leave at such time from his/her first line supervisor or other individual designated by the appointing authority. In all other instances the employee shall notify his/her appointing authority or his/her designated representative within one-half hour after the time set for beginning his/her daily duties unless circumstances make it impossible to provide said notice within one-half hour after the time set for beginning his/her daily duties.

If an employee is absent on an extended illness, it is the employee's responsibility to maintain contact with the immediate supervisor and to keep the supervisor informed of the expected date of return.

12.10 Denial

If sick leave is denied, the subject absence shall be deemed to be leave without pay unless vacation or comp time are authorized.

Up to one-half of an employee's annual sick leave accrual used each calendar year cannot be denied, if taken in accordance with these rules.

12.11 Medical Certification

There will be times when the supervisor will require the employee to provide medical certification to support the claim for the sick leave benefit. Such certification will be necessary under the following conditions:

- A. For an absence of one day or less, the appointing authority may only require an employee to submit medical certification if the employee is notified by the appointing authority or his/her designated representative at or before the time he/she calls in sick that such medical certification will be required. The appointing authority or his/her designated representative may only require a medical certification for an absence of one day or less if he/she has reason to believe that the employee is or may be abusing the sick leave privilege. In addition, the appointing authority may make whatever investigation into the circumstances that appears warranted so long as reasonable before approving any sick leave.
- B. The medical certification must be signed by the treating provider and shall include:
 - 1. The date the employee was seen by the treating provider.
 - 2. The dates the injury or illness prevent the employee from working.
 - 3. The expected date the employee can return to work.
 - 4. Restrictions on or limitations of work activity upon return to work, and the time during which they apply.

Failure to provide a medical certification acceptable to the appointing authority when required shall result in the denial of sick leave and may result in disciplinary action.

12.12 Abuse of Sick Leave

Recognizing a potential for the abuse of sick leave, the County may employ reasonable means to determine the validity of any sick leave use, including placing restrictions on the use of sick and other leave balances. Evidence substantiating the abuse of sick leave including, but not limited to, instances of misrepresentation or violation of the rules set forth herein shall be construed as grounds for disciplinary action up to and including termination.

Fraudulent claims for sick leave will not be paid and disciplinary action, up to and including termination from County employment, as appropriate, may be taken against the employee.

Potential indicators of abuse:

- 1. A pattern of sick leave use involving days adjacent to scheduled days off and holidays.
- 2. Refusal or inability to provide medical substantiation when requested.
- 3. Frequent absences with vague or questionable substantiation.
- 4. Frequent or recurring exhaustion of sick leave soon after it is earned (unless for substantiated medical reasons).

5. Organized "sick out".
6. Use of available leave balances at a rate higher than what is accrued.
7. Recurring leave without pay (unauthorized absences) defined as an absence from work without authorization and with no available leave.

12.13 Unused Sick Leave Compensation

Upon termination of employment with the County of Sutter, an employee who has at least seven (7) years of continuous service (periods of lay off shall not count as a break in service for purposes of this section; shall receive payment in an amount equal to fifteen percent (15%) of his or her unused sick leave balance at the employee's rate of pay at the time of termination up to a maximum of one hundred fifty-six (156) hours.

Effective December 29, 2001, upon termination of employment with the County of Sutter, an employee who has at least fifteen (15) years of continuous service (periods of lay off shall not count as a break in service for purposes of this section; shall receive payment in an amount equal to twenty percent (20%) of his or her unused sick leave balance at the employee's rate of pay at the time of termination up to a maximum of two hundred eight (208) hours.

Effective December 27, 2003, upon termination of employment with the County of Sutter, an employee who has at least twenty-five (25) years of continuous service (periods of lay off shall not count as a break in service for purposes of this section; shall receive payment in an amount equal to twenty-five percent (25%) of his or her unused sick leave balance at the employee's rate of pay at the time of termination up to a maximum of two hundred sixty (260) hours.

Upon retirement, an employee who has at least seven (7) years of continuous service (periods of layoff shall not count as a break in service for purposes of this section) may elect to have his or her unused sick leave applied as service credit with CalPERS or may elect to receive payment for his or her unused sick leave as provided for in the paragraphs above, and have the remaining balance of unused sick leave applied as service credit with CalPERS.

12.14 Scheduled Holiday/Vacation

1. Any employee who is scheduled to work an eight (8), nine (9) or ten (10) hour shift on a holiday but is unable to work due to illness or injury will receive holiday pay at straight time for eight (8) hours and have the balance of the scheduled shift, if any, charged to sick leave upon approval of sick leave usage.
2. Should an employee, while on vacation, become hospitalized or bedridden, that employee may request that his/her vacation time be converted to sick leave. Such request may be granted at the department head's discretion and shall require a valid medical certification which covers the dates of the request to be presented by the employee immediately upon his or her return to work.

12.15 Supervisory Review

Supervisory personnel are charged with the responsibility of reviewing and evaluating sick leave usage. To accomplish this, supervisory personnel will be looking for patterns of use that may indicate to them potential abuse. If employees' pattern of sick leave usage is as described in Section 12.12 they should be made aware that they are suspected of abusing the sick leave

benefit and may have restrictions placed on the usage of sick leave and other available leaves.

12.16 Sick Leave/Disability Retirement

Notwithstanding any provision of these rules to the contrary, no sick leave shall accrue or be taken and no payment for sick leave other than a payment authorized by Section 12.13 shall be made to any employee after a final administrative determination by the Board of Supervisors that he or she is eligible for disability retirement pursuant to Article 3, Division 5, Title 2 of the Government Code commencing at Section 21020 has become effective.

12.17 Rehire

An employee's sick leave accruals forfeited at the time of separation from employment will be reinstated, up to 24 hours, if he/she is rehired within one year, pursuant to law.

ARTICLE XX HOLIDAYS

County and Association agree to amend Section 13.0, Holidays and Holiday Pay, Subsection 13.1 A, Holidays and Holiday Pay/Established Holidays, 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. July 4, Independence Day
7. First Monday in September, Labor Day
8. November 11, Veterans Day
9. Thanksgiving Day
10. The Friday following Thanksgiving Day
11. December 24, the day before Christmas
12. December 25, Christmas Day
13. Either the day after the Christmas holiday or the day before the New Year's holiday*
14. 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.

Scheduled Holidays

Full time regular employees who observe a holiday, shall be entitled to eight (8) hours holiday time. Eligible full-time regular employees, who are assigned to work a shift longer than eight (8) hours and who observe a holiday, shall have the remaining hours of their shift charged against vacation and/or comp time balances, if available. If no vacation or compensatory time balances are available, the remaining hours will be uncompensated.

Holiday Leave 2020 and 2021

Effective the first day of the second full pay period following final approval of this MOU by the Board, County agrees to add sixteen (16) hours of "holiday leave" to each employee's accrual bank for employees to use, subject to Supervisor/Manager approval.

Effective the first full pay period in December 2021, the County agrees to add sixteen (16) hours of "holiday leave" to each employee's accrual bank for employees to use, subject to Supervisor/Manager approval.

Holiday leave under this section may be used in one (1) hour increments.

ARTICLE XXI LEAVES OF ABSENCE

County and Association agree to amend Section 14.0, Leave of Absence and Assignment of Leave Balances for Catastrophic Illness or Injury, of the Rules Governing Employee Compensation, Benefits, and Working Conditions by adding Subsections 14.18, Bereavement Leave, and 14.19, Temporary Disability Indemnity, State Disability Insurance & Paid Family Leave Benefits to read as follows:

14.18 Bereavement Leave

A. General. Supervisory and Professional Unit

Whenever any employee in the classified service believes it necessary that he/she be absent from duty because of the death of an immediate family member as defined by FMLA and/or CFRA as of December 2013 (see below), or a wife, husband, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, person for whom the employee is legal guardian or other family member living in the employee's household, he/she may request from his/her department head to be absent for not more than forty (40) working hours with pay for purposes of bereavement leave.

Parent, child and domestic partner will be defined by CFRA as of 2013, as follows: A child means a biological, adopted, or foster son or daughter, a stepson or stepdaughter, a legal ward, a son or daughter of a domestic partner, or the person to whom the employee stands in loco parentis. A parent means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. A "domestic partner" means a person who qualifies as a domestic partner under Family Code Sections 297, et seq., and has registered as a domestic partner with the California Secretary of State.

The above does not apply to extra help employees.

14.19 Temporary Disability Indemnity, State Disability Insurance & Paid Family Leave Benefits

A. General, Supervisory and Professional Units

An employee who is absent from work by reason of disability and is receiving State Disability Insurance (SDI) benefits or is absent from work and is receiving Paid Family Leave (PFL) benefits will be allowed to use available paid time off (sick leave, holiday, compensatory time off, vacation, administrative leave, etc.) to supplement SDI or PFL up to a maximum of 40% of his/her full salary. An employee shall earn vacation and sick leave only during such portion of absence from work during which he/she uses previously earned vacation leave, sick leave, holiday comp time or compensatory time off.

ARTICLE XXII JURY DUTY

County and Association agree to amend Section 21.0, Jury Duty, Subsection 21.1 B, Jury Duty, of the Rules Governing Employee Compensation, Benefits and Working Conditions, to read as follows:

21.1 Jury Duty

B. General, Supervisory, and Professional Units

Sutter County encourages employees to fulfill their civic obligations by performing jury service when called.

Mandatory Jury Service

A regular employee shall be allowed such time off with pay as is required in connection with the jury duty. An employee shall notify his/her department head on the first business day after receiving notice of jury duty.

If an employee normally assigned to any shift except "day shift" is called for jury duty and ordered to report, the employee's shift shall be changed to "days" until the duty obligation has been fulfilled. A swing-shift employee shall be required to work the shift prior to the first day of the jury service so long as the shift concludes by 12 midnight. A graveyard shift employee shall have the graveyard shift prior to the first day of jury service off.

An employee, who is released from jury duty before the end of the work day, must return to work if there would be at least one (1) hour of work time remaining in the work shift, exclusive of travel time. With prior arrangement with the employee's supervisor, rather than returning to work, the employee may instead use appropriate time-off accruals.

Voluntary Jury Service

If an employee volunteers for jury duty, such as a county grand jury, the employee must request to use applicable accruals for time off during the employee's work hours.

ARTICLE XXIII OCCUPATIONAL HEALTH

County and Association agree to amend Section 22.0, Preplacement Medical Screening, of the Rules Governing Employee Compensation, Benefits and Working Conditions, to read as follows:

SECTION 22.0
OCCUPATIONAL HEALTH

22.1 Preplacement Medical Evaluations

A. Policy Statement

It is the intent and purpose of the Sutter County Medical Evaluation Program to:

1. Identify medical conditions and any related physical limitations of prospective employees in order to assure their placement in jobs which they can perform safely without risk of injury to themselves, fellow employees and the public.
2. Allow individuals with disabilities to be placed in jobs they can safely perform and to provide reasonable accommodation for qualified individuals with disabilities pursuant to the Americans with Disabilities Act.
3. Lessen the probability of injury, illness, or the aggravation of existing disorders.
4. Comply with the letter and intent of laws prohibiting discrimination.

B. Application of Program

New employees, including full-time, part-time, limited term, and certain extra help will be required to participate in the Medical Evaluation Program as determined by the physical and environmental factors of the job classification. After all other employment screening has been completed and the successful job candidate has been identified, such candidate will be made a job offer contingent upon the successful completion of a pre-placement medical evaluation, if applicable.

C. Medical Standards

Medical standards are to be job-related only. Employees must meet the medical standards for a job classification in order to be designated as qualified for employment in that classification.

D. Cost of Medical Screening

Sutter County shall pay the cost of the initial medical screening.

E. Appeal of Medical Disqualification

If an applicant is disqualified from appointment to a position for failing to meet the Medical Standards for the job classification his or her name shall be removed from the eligible list for that job classification. He or she may file a written request through the Human Resources Director for a review of his or her disqualification. The request must be submitted to the Human Resources Director within five (5) working days after the applicant/employee is notified of the disqualification.

The applicant will have the right to submit additional information regarding his or her medical condition, including a report by an independent medical examiner. The information provided must be relevant to the nature and extent of the medical condition(s) which relates to the applicant's disqualification. Opinions regarding the applicant's ability to perform the job, with the medical condition(s) in question should be avoided, since the independent medical examiner will not have access to the employer's in-depth knowledge of the job including the Job Profile and relevant Medical Standards. All medical examinations relating to this appeal are the financial responsibility of the applicant.

Further medical information provided by the applicant should be submitted to the Medical Evaluator for review. The Medical Evaluator should then review the submitted information and determine, in light of this additional information, whether or not the applicant meets the medical requirements of the job classification. If the Medical Evaluator, after reviewing the information, withdraws the disqualification, the applicant's name shall be returned to the eligible list for the job classification. If the disqualification is upheld, an appeal of the disqualification may be submitted to the Sutter County Human Resources Director within twenty (20) working days after the applicant is notified that the disqualification has been upheld. The applicant shall have a reasonable opportunity to submit written and oral evidence to the Human Resources Director. The Human Resources Director shall thereafter issue a written decision on the disqualification. The decision of the Human Resources Director shall be final.

22.2 Preplacement Drug Testing

A. Policy Statement

In recognition of the public service responsibilities entrusted to the employees of the County, and that drug usage can hinder a person's ability to perform duties safely and effectively, the County hereby adopts the following preplacement drug testing policy.

B. Application of Preplacement Drug Testing Program

New employees, including full-time, part-time, limited term and extra help will be required to participate in the Preplacement Drug Testing Program if determined to be job-related. After all other employment screening has been completed and the successful job candidate has been identified, such candidate will be made a job offer contingent upon the successful completion of the drug testing process.

C. Testing Procedures

The Preplacement Drug Testing will be conducted by urine specimen. The process and procedures shall be in accordance with applicable statutes, case law, ordinances and policies in effect at the time of testing.

All drug test results will be reviewed and interpreted by a physician before they are reported to the applicant and then to the County. With all positive drug tests, the physician (AKA medical review officer) will first contact the applicant to determine if there is an alternative medical explanation for the positive test result. If documentation is provided and the medical review officer determines that there was a legitimate medical use for the prohibited drug, the test result will be reported to the County as negative. If the urinalysis tests positive for the presence of controlled substances, the applicant has 72 hours to request that the specimen be analyzed by a different certified lab. All costs associated with the request of the applicant for a second analysis shall be the financial responsibility of the applicant.

D. Failure to Successfully Complete the Drug Testing Process

Any applicant whose drug test is reported to the County as a positive drug test shall be deemed as not successfully completing the County's drug testing process and is not eligible to become employed with the County. His/her name shall be removed from the eligible list for that job classification.

E. Cost of Medical Screening

Sutter County shall pay the cost of the initial drug testing only.

22.3 Fitness for Duty

A. General, Supervisory, Professional Units

1. Following any absence of five (5) or more consecutive work days for illness, injury or exposure to a contagious disease, whether or not sick leave was used, the affected employee shall obtain a statement from his or her treating provider that the employee is fit for duty or to return to duty with or without accommodation.
2. If in the opinion of the appointing authority an employee is incapacitated for work on account of illness or injury, the appointing authority may require a statement by a qualified medical professional appointed by the County at County expense that the employee is fit for duty or to return to duty. In the event of a disagreement between the employee's treating provider and the County's appointed provider regarding whether or not an employee is fit for duty or to return to duty, a third-party provider approved by both the employee and the County will be appointed at the County's expense to resolve the disagreement.
3. There will be times when the appointing authority will require an employee to provide a statement from his or her treating provider to ensure that an employee is able to perform or to safely perform the essential functions of his/her position. If, based on observations of the employee's abilities, conduct and behavior, it is believed that an employee may have a physical and/or mental condition that may prevent the employee from performing or safely performing the essential functions of his/her position, whether or not the employee has been absent from work and whether or not sick leave was used, the appointing authority may require the employee to provide medical information from his/her treating provider that addresses the employee's ability to perform or safely perform those essential functions. The County will pay out-of-pocket medical expenses the employee is required to incur to obtain the medical information required by the

County. The employee will be in a paid status and may be required to work, including light duty, pending receipt of the required information from the provider. Failure to provide the required information may result in discipline.

ARTICLE XXIV INSURANCE

County and Association agree to amend Section 25.0, Health Insurance, Subsection 25.1 B 2, Medical Plan Insurance – Cafeteria Plan, of the Rules Governing Employee Compensation, Benefits and Working Conditions, to read as follows:

25.1 Medical Plan Insurance

B. Cafeteria Plan

1. County Contribution

a. Effective December 1, 2021 (for January 2022 premiums), the County will increase its monthly contributions to the IRC Section 125 cafeteria plan for the medical insurance plan options offered to employees and their eligible dependents who are enrolled in one of the County-sponsored medical insurance plans as described below:

1) Employee Only Coverage:	\$ 688.50
2) Employee Plus 1 Coverage:	\$ 1,362.50
3) Employee Plus Family Coverage:	\$ 1,896.00

County contributions made pursuant to Section 25.1.B.1 shall not exceed the full monthly premium for the PPO-1500 Plan at the coverage level the employee is enrolled or the full monthly premium for any other medical plan option and coverage level to which the employee is enrolled, whichever is less.

The medical insurance contribution to the cafeteria plan made by the County may only be used to pay medical insurance premiums to one of the County sponsored plans selected by the employee and may not be used to pay for any other benefit or cost. The cafeteria plan will not contain any cash out provision and any employee electing not to enroll in a County sponsored plan shall not receive any credit for the County's contribution. Employees electing coverage in a County sponsored plan shall enroll in the cafeteria plan for the plan year and authorize a deduction from their pay for the balance of the premium cost. Employees who enroll in a County sponsored plan offered through the IRC Section 125 cafeteria plan for the plan year will have their contribution for medical insurance deducted from their pay on a pre-tax basis, and pay for their share of premiums with pre-tax salary reduction dollars. The employee's election during the plan year is irrevocable except as provided by law.

b. Concurrent with Section 25.1.B.1.a above, if the cost of the PPO 1500 Plan should increase over the prior plan year, the County will increase its contribution to one-half of the increase amount.

c. For future plan years, if the cost of the PPO 1500 Plan should increase

over the prior plan year, the County will increase its contribution to one-half of the increase amount. Should the cost of the PPO 1500 Plan decrease from the prior plan year's cost, the County contribution amount shall decrease by one-half the difference between the prior plan year's cost and the new plan year lower amount.

2. The County shall provide the following incentives to employees who enroll in the County-sponsored High Deductible Health Plan.
 - a. The County will contribute an amount equal to seventy-five percent (75%) of the difference between the maximum County contribution described in 25.1.B.1 above, and the premium amount for the HDHP-3000 Plan to which the employee is enrolled into the employee's Health Savings Account ("HSA") up to the maximum allowable annual non-taxable contribution.
 - b. Employees hired before March 23, 2021 who enroll in the HDHP-3000 Plan for the first time at the Employee-Only level shall receive a one-time contribution of \$2,000 into his/her HSA provided that the monthly and one-time contributions, when combined, do not exceed the maximum allowable annual non-taxable contribution. This incentive shall only be paid upon an employee's first time enrollment into the High Deductible Health Plan.
 - c. Employees hired before March 23, 2021 who enroll in the HDHP-3000 Plan for the first time at the Employee-Plus One or the Employee Plus Family level shall receive a one-time contribution of \$3,000 into his/her HSA provided that the monthly and one-time contributions, when combined, do not exceed the maximum allowable annual non-taxable contribution. This incentive shall only be paid upon an employee's first time enrollment into the High Deductible Health Plan.
 - d. If the one-time contribution when combined with monthly contributions to the HSA exceeds the maximum allowable annual non-taxable contribution, the excess portion of the one-time contribution will be deposited into the employee's deferred compensation account subject to the rules of the plan administrator, maximum deferral limits and any legal restrictions that apply.
 - e. If it is determined that excess one-time incentive payments cannot be deposited into the employee's deferred compensation account, the excess amount will be deposited into the employee's HSA during the following plan year provided that this monthly and one-time contribution, when combined, do not exceed the maximum allowable annual non-taxable contribution. This process will repeat in subsequent plan years until the employee receives the full amount of the incentive described in paragraph b. or c., above.
 - f. Effective the first full pay period in July, 2021, Sections 2a, 2d and 2e shall be null and void.
3. Effective the first full pay period in July, 2021, for employees enrolled in the High Deductible Health Plan, the County shall make monthly contributions to the employee's Health Savings Account in an amount equal to 25% of the maximum annual health savings account contribution limit set by the Internal Revenue Service.

ARTICLE XXV MISCELLANEOUS PROVISIONS

County and Association agree to amend Section 26.0, Miscellaneous Provisions, of the Rules Governing Employee Compensation, Benefits and Working Conditions by revising Subsection 26.15, Union Release Time, and adding Subsections 26.17, Commercial Driver's License for Ag Biologists, 26.18, Labor Management Committee, and 26.19, Shop Stewards, to read as follows:

26.15 Union Release Time

County agrees to provide up to three hundred (300) hours each calendar year for union release time for Union Officers, Board Members and Stewards for non-political activities related to employer-employee relations, new employee orientations, and the administration of the MOU. Said leave shall be approved subject to the work needs of the County as determined by the employee's supervisor/manager.

26.17 Commercial Driver's License for Ag Biologists

Employees in the class title of Ag Biologist who are assigned to a program which requires possession of a Class A or Class B commercial license and who are required to maintain such license as a condition of employment, shall receive additional pay in the amount of one hundred dollars (\$100) per month.

26.18 Labor-Management Committee

The County and the Union agree that regular communication between the parties leads to more harmonious labor management relations and to the establishment of trusting relationships. Toward that end, the parties agree to the formation of a Joint Labor Management Committee.

The joint labor management committee shall be comprised of up to three (3) individuals from the bargaining unit and up to three (3) individuals from management. Additional attendees may be added as needed depending upon the topic of discussion. A Union representative or his or her designee and the Director of Human Resources or his or her designee may participate too.

The Joint Labor Management Committee shall meet at least semi-annually to address items of mutual concern.

26.19 Shop Stewards

- A. Shop Stewards shall be established to assist with the resolution of formal or informal complaints and to provide employees with union representation to which they are entitled.
- B. By July 1 of each year, the Union agrees to provide the County Human Resources Director with a list of the names, classifications and departments of all Shop Stewards.
- C. A reasonable amount of time will be granted to the employee and the Shop Steward to handle the initial grievance. Time shall be approved subject to the work needs of the County as determined by the employee's supervisor/manager.

- D. If an employee wishes to request assistance from a Shop Steward on County time, the employee shall be allowed an opportunity to verify if a Steward is available to be seen.
- E. Release time for Shop Stewards approved by the supervisor/manager shall be applied to the maximum allowable amount of Union Release Time as provided for in Section 26.15.

ARTICLE XXVI EDUCATIONAL INCENTIVE PAY

County and Association agree to amend Section 30.0, Educational, Training, Certification and Professional License Fees, of the Rules Governing Employee Compensation, Benefits and Working Conditions by adding Subsection 30.1 D, Educational Incentive Pay – General, Supervisory, and Professional Units, to read as follows:

30.1 Educational Incentive Pay

- D. General, Supervisory, and Professional Units

The County agrees to pay an education incentive allowance to employees in the class of Supervising Probation Officer commensurate to that received by Deputy Probation Officers.

ARTICLE XXVII DISCIPLINE

County and Association agree to amend Section 18.0, Discharge, Dismissal, Suspension, Reprimand, Reduction in Rank, and Right of Appeal, of the County Personnel Rules and Regulations to read as follows:

SECTION 18.0

DISCIPLINARY ACTION

18.1 Purpose

The purpose of this section is to provide an orderly procedure for notice, pre-action response meetings (Skelly), administrative review of minor disciplinary action and formal hearing on appeal of significant disciplinary action.

This procedure shall be the exclusive procedure for taking disciplinary action and appealing disciplinary action against regular permanent employees.

18.2 Definitions

- A. Appointing Authority. The Board of Supervisors, a County officer, the Director of Human Resources, a department head, or any person or group of persons having the power pursuant to law to make an appointment to any position in a specified department for the County or any person designated by an Appointing Authority to act on his/her behalf.

- B. Day. Working day unless otherwise specified. Working day is typically defined as Monday through Friday, excluding holidays.
- C. Hearing. A formal hearing held following an appeal of an employee of disciplinary action taken by an Appointing Authority.
- D. Significant Disciplinary Action. Action taken against a regular permanent employee by the Appointing Authority for just cause which includes discharge, demotion, or reduction in pay or suspension without pay for more than eighteen (18) hours within a one (1) year period, or other discipline for which the law mandates notice and an opportunity for a hearing.
- E. Minor Disciplinary Action. Action taken against a regular permanent employee by the Appointing Authority for cause which does not result in a loss of pay including written reprimand, disciplinary transfer, or disciplinary suspension with pay
- F. Notice. Notice shall be given by personal delivery or by certified mail or, upon mutual Agreement of the parties, by e-mail followed by regular mail.
- G. Parties. The affected employee, the Union, the Appointing Authority, or other members of supervision and management.
- H. Response (Skelly) Meeting. An informal meeting in which the employee has the opportunity to respond to proposed charges prior to action.
- I. Service/Receipt of Notices/Orders. The date of service/receipt of notices/orders shall be that date when the notice/order is actually received by the employee or that date when the last good faith effort at delivery is made and confirmed. Avoidance of service shall not waive time limits specified within this Section.

Prior to taking significant disciplinary action, the Appointing Authority should normally discuss such action with the Human Resources Director and submit a copy of any written notice pertaining to the action to County Counsel to review as to legal form and sufficiency. Nothing contained in this Section, which is declaratory of existing regulations, shall be construed as preventing the Board of Supervisors from reprimanding, suspending, demoting or dismissing any appointed At Will Department Head.

18.3 Causes for Discipline

- A. Any of the following causes are sufficient causes for reprimand, dismissal, suspension or demotion; but the list is indicative rather than inclusive or restrictive, and reprimands, dismissals, suspensions or demotions may be based on reasons other than those specifically mentioned:
 1. Intentional misrepresentation or concealment of any material fact in connection with obtaining employment.
 2. Incompetency or inefficiency on the job.
 3. Insubordination.
 4. Dishonesty or fraud.
 5. Violation of any of the provisions of Sutter County's Alcohol and Drug Abuse Policy.
 6. Unauthorized absences from duty.
 7. Conviction of a felony.
 8. Discourteous treatment of the public or other employees.

9. Political activity which is in violation of federal or state laws.
10. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment.
11. The violation of any proper policy, regulation or lawful order made and given by a superior.
12. Negligence or willful damage to public property or the waste of public supplies or equipment.
13. Substantial off duty misconduct reasonably and directly related to the employee's public duties.
14. Failure or refusal to undergo any physical, medical, and/or psychiatric exam authorized by these rules.
15. Failure to comply with such safe working practices, as may be promulgated by the County, in the discharge of duties during work hours.
16. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, disability, sex, or age against the public or other employees while acting in the capacity of an employee.
17. Conviction of a misdemeanor involving moral turpitude.
18. Knowingly making a false accusation or knowingly providing inaccurate information about an employee that could lead to disciplinary action of the employee if the information or accusation were true.

18.4 Minor Disciplinary Action

- A. Minor Disciplinary Action shall include a notice informing employees that they have the ability to provide a written response/rebuttal to the Minor Disciplinary Action to the Department Head within ten (10) working days of their receipt of the action.
- B. If the employee's response/rebuttal raises material inaccuracies or otherwise shows that the Minor Disciplinary Action failed to fully recognize all related circumstances, the Department Head shall have ten (10) working days following the receipt of information to reconsider the imposition of the Minor Disciplinary Action and provide a response to the employee of their decision to amend, remove, or retain the Minor Disciplinary Action.
- C. The Department Head will forward a copy of the employee's response and a copy of the Department Head's response, if any, to the Human Resources Department to attach to the Minor Disciplinary Action.
- D. Nothing in this section prevents an employee from providing a rebuttal to a Minor Disciplinary Action which shall be attached to that document in the official Personnel File in Human Resources.
- E. This shall be the exclusive appeal procedure for Minor Disciplinary Actions. In no event shall Minor Disciplinary Action be appealable to the Board of Supervisors.

18.5 Significant Disciplinary Action

A. General, Supervisory and Professional Units

1. Notice of Proposed Discipline

For Significant Disciplinary Action, the employee shall be given written notice of a proposed disciplinary action not less than ten (10) working days in advance of the date the action is proposed to be taken. Such written notice shall include:

- a. A description of the action taken and its effective date or dates.
- b. A clear and concise statement of the reasons for such action, including the rule(s) or regulation(s) or ordinance(s) violated and a complete explanation of the reasons.
- c. A statement advising the person of the right to respond, either verbally and/or in writing, to the authority proposing the action or his or her designee prior to its effective date.
- d. The date and time for the response meeting with the Appointing Authority during which the employee and his/her representative shall have an opportunity to refute the charges or present facts which may not be known to management.
- e. Notice that if no written response is received by the Appointing Authority by the time scheduled for the response meeting and the employee fails to participate in the response meeting, the appointing authority may proceed to order action.
- f. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request. The employee may copy and inspect all materials relied upon as the basis for charges.

2. Response (Skelly) Meeting

- a. At the time and place set for the meeting giving the employee the opportunity to respond, the employee may respond orally and/or in writing, personally or by or with a representative. Alternatively, the employee may respond in writing not later than the date and time set for the Response Meeting.
- b. Neither the Appointing Authority nor the employee shall be entitled to call witnesses or take testimony.
- c. At the meeting, the Appointing Authority may consider information contained in the charges and recommendations and other information as well as information presented by the employee or his/her representative.
- d. At the conclusion of the Response Meeting or within ten (10) working days, the Appointing Authority shall issue an order taking, amending, or determining not to take the action, and shall give written notice thereof to the employee, which shall include:
 - 1) An explanation of the basis for the action;
 - 2) The charges upheld;
 - 3) The effective date(s) of the imposed discipline;
 - 4) A list of items upon which action is based; and
 - 5) Notice of employee's right to formally appeal any imposed disciplinary action pursuant to Section 18.7 Right of Appeal.
- e. The employee shall be served, either personally or by certified mail, with the Order of Disciplinary Action.

- f. A copy of the Order of Disciplinary Action and all supporting documentation shall be placed in the employee's official personnel file.

18.6 Removal From Work Site Prior to Written Notice

A. General, Supervisory and Professional Units

Under certain circumstances, an employee may be removed from the work place prior to receiving the ten (10) working days written notice specified in Section 18.5. In these cases the Department Head shall document circumstances which indicate that the employee's continued presence at the work site could have detrimental consequences. In such a situation, the employee may be placed on leave with pay until the notification process is complete and a decision reached regarding the potential disciplinary action.

18.7 Right of Appeal

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

1. If an employee has participated in a response meeting with the Appointing Authority as set forth above, 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.

B. Mediation

Upon receipt of the Notice of Appeal from the employee, the Human Resources Director shall have ten (10) working days to review the Order of Disciplinary Action, and the Notice of Appeal, and schedule a meeting with the employee and/or the employee's representative and the Appointing Authority in an effort to facilitate a resolution to the Significant Disciplinary Action that is satisfactory to all parties. If the Human Resources Director is unable to facilitate an agreement between the parties, the Human Resources Director shall provide notice of that fact to the employee personally or by certified mail within ten (10) working days of the meeting.

C. Arbitration

1. Within ten (10) working days of the date of notice to the employee of the unsuccessful results of mediation, the Human Resources Director shall request a list of seven arbitrators from the State Mediation and Conciliation Service or American Arbitration Association.
2. Upon receipt of the list of arbitrators, the parties shall alternately strike one name from the list of arbiters (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the arbiter.

3. As soon as is administratively possible and subject to the arbitrator's schedule, the date for a hearing shall be set.
4. The Human Resources Director shall notify the interested parties of the time and place of the hearing at least ten (10) working days prior to the scheduled date and time.

18.8 Hearing and Decision

A. General, Supervisory and Professional Units

1. All hearings shall be conducted in accordance with Section 11513 of the Government Code. The provisions of Section 11507.6 of the Government Code shall apply to any hearing conducted pursuant to this section, and shall provide the exclusive right to and method of discovery except that time limitations will be those established by the arbiter as the case may be. Subpoenas and subpoenas duces tecum shall be authorized as provided in Government Code Section 11510.
2. The arbiter shall render his/her judgment as soon as possible after the conclusion of the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefor.
3. The opinion of the arbitrator shall set forth findings of fact and conclusions of law. The opinion shall be advisory only.
4. The arbiter may sustain or reject any or all of the charges filed against the employee. He/she may sustain, reject, or modify the disciplinary action invoked against the employee. He/she may not provide for discipline more stringent than that invoked by the Appointing Authority.
5. The arbiter's opinion shall be filed with the Human Resources Director, the charged employee, and the employee's representative, and shall set forth his/her findings and conclusion. If a dismissal is not sustained, the opinion shall set forth the effective date the employee is to be reinstated, which may be any time on or after the date of disciplinary action.
6. The Union/Association and the County agree to bear one-half (1/2) the cost of the arbitrator and any mutually agreed upon ancillary fees, including transcript and reporter fees, that are incurred in the presentation of the appeal to the arbitrator except in those cases where the employee is not represented by the Union. Each party shall bear its own witness and attorney fees.

18.9 Appeal to Board of Supervisors

- A. Within thirty (30) calendar days of receipt by the parties of the arbiter's decision, either party to the action may file a written appeal with the Board of Supervisors. Any such appeal shall be served concurrently upon the opposing party.
- B. During a Closed Session of a meeting of the Board of Supervisors, the Board may review the transcript and other documentation and or exhibits associated with the hearing, and shall, based upon such review, adopt, amend, modify, or reject the findings of fact, conclusions of law, and/or opinion of the arbiter.

- C. Either party may request written argument prior to the Board's decision. If such request is granted, the opposing party shall be provided adequate time to present a responsive written argument.
- D. If neither party files such appeal within the above thirty (30) calendar day period for appeal, the decision of the arbiter shall be deemed adopted by the Board of Supervisors. The decision of the Board shall be final and conclusive.

ARTICLE XXVIII PROHIBITED ACTIVITIES

County and Association agree to amend Section 19.0, Prohibited Activities, Subsection 19.2, Prohibitions, of the County Personnel Rules and Regulations to read as follows:

19.2 Prohibitions

No employee of Sutter County shall:

- (a) Represent or counsel for compensation any individual, group of individuals, or private or public organization in legal or administrative actions against Sutter County.
- (b) Use for private gain or advantage Sutter County time, facilities, equipment, or supplies, or his or her badge, uniform, prestige, or influence as a Sutter County officer or employee.
- (c) Receive or accept compensation or other consideration from anyone other than Sutter County, for the performance of an act which the officer or employee would and could render during the regular work hours as part of such officer's or employee's assigned or prescribed duties.
- (d) Be involved in employment outside of his or her duties with Sutter County which would represent a conflict of interest as defined by law.
 1. Outside employment involves the use for private gain or advantage of his or her local agency time, facilities, and supplies, or the badge, uniform, prestige, or influence of his or her local agency office or employment, or
 2. Outside employment that presents the potential to create private gain or utilize the advantage of his or her local agency time, facilities, and supplies, or the badge, uniform, prestige, or influence of his or her local agency office or employment, or
 3. Outside employment involves receipt or acceptance by the officer or employee of any money or other consideration from anyone other than his or her local agency for the performance of an act, which the officer or employee, if not performing such act, would be required or expected to render in the regular course of hours of his or her local agency employment or as part of his or her duties as a local agency officer or employee, or
 4. Outside employment involves the performance of an act in other than his or her capacity as a local agency officer or employee which may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee or the agency by which he or she is employed, or

5. Outside employment involves time demands as would render performance of his or her duties as a local agency officer or employee less efficient.

ARTICLE XXIX IRS BACKGROUND INVESTIGATION REQUIREMENTS

County and Association agree to amend Section 25.0, Criminal History Information, of the County Personnel Rules and Regulations by adding Subsection 25.2, IRS Background Investigation Requirements, to read as follows:

25.2 IRS Background Investigation Requirements

The purpose of this policy is to provide the guidelines necessary to implement Internal Revenue Service (IRS) Publication 1075 which requires background checks for all current and prospective employees who have direct access to Federal Tax Information (FTI).

This policy is applicable to all current and prospective employees, volunteers, agents, contractors and subcontractors of the County of Sutter having direct access to FTI.

A. General Policy

In accordance with Internal Revenue Service (IRS) Publication 1075 Tax Information Security Guidelines for Federal, State and Local Agencies (Publication 1075), individuals having direct access to Federal Tax Information (FTI) are subject to a background investigation including a criminal history screening prior to access to FTI data, and periodically thereafter.

B. Definitions

1. Appointing Authority. A department head, or any person or group of persons similarly designated as responsible to make or revoke an appointment to any position in a specified department for the County.
2. Background Investigation. Includes a review of Federal Bureau of Investigation (FBI) fingerprint results through the state identification bureau, California Department of Justice (DOJ), to identify suitability for employment; a check of local law enforcement agencies where the subject has lived, worked and/or attended school outside of California within the last five (5) years prior to the investigation; and citizenship/residency validation utilizing the United States Citizenship and Immigration Services (USCIS) Form I-9 and the USCIS E-Verify system.
3. Criminal History. Conviction or arrest information from all 50 states obtained through the background investigation, excluding criminal history prohibited for consideration by state and federal statutes, rules and regulations (e.g., judicially dismissed convictions and crimes committed as a juvenile).
4. Custodian of Records. Individual designated by an agency as responsible for the security, storage, dissemination, and destruction of the criminal records furnished to the agency, and who serves as the primary contact for the DOJ for any issues related to fingerprint results.

5. E-Verify. A USCIS internet-based system that compares information from Employment Eligibility Verification (Form I-9) to government records to confirm an individual is authorized to work in the US.
6. Federal Tax Information. Includes tax returns or return information received directly from the IRS or obtained through an authorized secondary source, such as Social Security Administration, Federal Office of Child Support Enforcement, Bureau of the Fiscal Service, or Centers for Medicare and Medicaid Services, or another entity acting on behalf of the IRS pursuant to an IRC 6103(p)(2)(B) Agreement.
7. Reinvestigation. Includes a redetermination of the background investigation, based on the timelines set forth in IRS Publication 1075 and/or new information obtained since the last background investigation.

C. Policy Guidelines

The County has identified each position having direct access to FTI. Identified individuals for positions having direct access to FTI must undergo and pass a background investigation prior to being permitted direct access to FTI and are subject to reinvestigation every ten (10) years thereafter.

The minimum requirements of the background investigation and reinvestigation include criminal history screening as follows:

- Review of FBI fingerprint results that includes criminal history in all 50 states.
- Check of local law enforcement agencies where the individual requiring the background investigation has lived, worked and/or attended school outside of California within the last five (5) years, and if applicable, a check of the appropriate agency for any identified arrests.
- Reinvestigate each individual with access to FTI within ten (10) years from the date of the previous background investigation.
- Validate citizenship/residency to confirm the individual's eligibility to legally work in the United States (US).

Validation of citizenship/residency shall include the following:

- Utilization of the Form I-9 and supporting documents;
- Within three days of completion of Form I-9, verify employment status through the E-Verify system; and
- Ongoing monitoring for expired employment eligibility, if applicable.

Criminal history screening for employment purposes, including reinvestigation screening, will be conducted in accordance with Title 2, California Code of Regulations (CCR) §11017 and 11017.1, Equal Employment Opportunity Commission (EEOC) Enforcement Guidance 915.002, and California Department of Fair Employment and Housing (DFEH) rules and regulations.

Individuals who do not successfully pass the background investigation and reinvestigation shall not be permitted to hold a position with direct access to FTI.

All offers of employment and work assignments are conditional pending successful completion of the policy requirements.

Contractors and subcontractors are responsible for ensuring all IRS Publication 1075 requirements are met prior to permitting employee direct access to FTI.

D. Roles and Responsibilities

Responsibility for maintaining the Sutter County IRS Background Investigation Requirements Policy and Procedures resides with the Sutter County Human Resources office. Departments shall be responsible for conducting background investigations for prospective employees and reinvestigations for current employees. The successful implementation of the background investigation process depends upon the cooperation of all parties involved as follows:

ROLE	RESPONSIBILITY
Prospective Employees (upon contingent job offer)	<ul style="list-style-type: none"> • Complete an authorization to allow the County to conduct the background investigation in accordance with IRS Publication 1075 and this policy • Complete an FTI Safeguards Background Investigation Questionnaire identifying locations lived, worked and/or attended school outside of California within the last five (5) years • Submit fingerprints by LiveScan for background investigation • Complete a Form I-9 to validate authority to legally work in the United States and submit supporting documentation using e-Verify
Current Employees	<ul style="list-style-type: none"> • Complete an authorization to allow the County to conduct the background reinvestigation in accordance with IRS Publication 1075 and this policy • Complete an FTI Safeguards Background Investigation Questionnaire identifying locations lived, worked and/or attended school outside of California within the last five (5) years • Submit fingerprints by LiveScan for recurring background reinvestigations
Department	<ul style="list-style-type: none"> • Make job offer contingent upon satisfactory completion of a background investigation • Notify individual of obligations as it pertains to background investigations • Request Human Resources conduct LiveScan, E-Verify and initiate background investigation • Maintain all documents associated with the background investigation in a confidential manner for ten (10) years from the date the background check is completed
Human Resources/Custodian of Records	<ul style="list-style-type: none"> • Schedule individuals for fingerprinting upon notification from department • Obtain I-9 Form and supporting documents from individuals • Verify employment status utilizing E-Verify system; document eligibility to work in U.S. as verified, maintain all documents associated with the verification in a confidential manner

	<ul style="list-style-type: none"> • Obtain FTI Safeguards Background Investigation Questionnaire and authorization to conduct the background investigation from prospective and current employees • Forward Background Investigation Questionnaire and authorization to Background Investigator • Receive LiveScan fingerprinting results • Inform Designated Background Investigator of E-Verify and negative LiveScan results • Discuss positive LiveScan results with Background Investigator • Notify candidate of successful background clearance decisions following determination from Appointing Authority
Designated Background Investigator	<ul style="list-style-type: none"> • Receive FTI Safeguards Background Investigation Questionnaire and authorization to conduct the background investigation from Human Resources • Check with local law enforcement agencies for all locations individual lived, worked and/or attended school outside of California within the last five (5) years • Receive LiveScan and E-Verify results from Human Resources • Prepare documentation of background investigation results and forward to Appointing Authority
Appointing Authority	<ul style="list-style-type: none"> • Receive and review background investigation/reinvestigation results from Background Investigator • Inform Human Resources of background investigation results • Receive additional information from prospective or current employee • Make final determination on background clearance
Director of Human Resources	<ul style="list-style-type: none"> • Review unfavorable background results for job-relatedness and in accordance with applicable federal and state law • Notify prospective or current employee of disqualifying results in writing and give individual ten (10) calendar days to provide additional information or clarification; forward information received from individual to department Appointing Authority for final decision • Notify individual in writing following final decision of Appointing Authority (rescind job offer for prospective employee, Notice of Proposed Termination for current employee)

E. Criteria for Disqualification

Conditional employment offers may be withdrawn and current employees may be determined to be ineligible for employment based on the results of the background investigation and/or eligibility to be employed in the United States.

Felony and/or misdemeanor convictions that may be disqualifying include:

- Fraud: welfare, insurance, financial, theft or bribery
- Misuse of data
- Inappropriate access to data
- Theft/Burglary
- Evasion of law enforcement

The crimes listed above are offenses that may render anyone's background unsuitable for employment having direct access to FTI and does not attempt to specify every unacceptable criminal conviction or questionable background.

Background investigation results will be considered utilizing an individual assessment with any basis for denial being job-related and consistent with business necessity.

In the event the background investigation results in an unfavorable outcome or requires clarification, individuals will have the opportunity to provide additional information within a specified timeframe. Final decisions resulting in a disqualification will be provided in a written statement with the reason for the denial.

ARTICLE XXX COUNTY POLICIES

The County and the Association agree to adopt the following County policies (attached):

1. County Vehicle Policy
2. Information Technology Acceptable Use Policy

ARTICLE XXXI 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 23rd day of March, 2021.

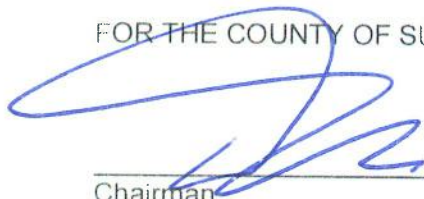
FOR THE SUTTER COUNTY EMPLOYEES' ASSOCIATION



Date 3/23/21


Date _____

FOR THE COUNTY OF SUTTER



Chairman

Date 3/23/21

	Sutter County Administrative Policies & Procedures	
POLICY:	TITLE: County Vehicle Policy	
SECTION:	ADOPTED:	
RESOLUTION:	EFFECTIVE:	
ORDINANCE:	ATTACHMENTS:	
SUPERCEDES: Use of County-Owned Vehicles, Section 6:1 Vehicle Accident Policy, 1/28/97	PAGES: 6	

PURPOSE:

The policies and procedures provide a uniform vehicle policy for the County of Sutter and ensures consistent and consolidated guidelines to reasonably, efficiently, and in an environmentally and financially sound manner control the use of County vehicles.

AUTHORITY:

The County Administrative Officer has delegated the responsibility for implementing the provisions of this policy to the Director, Department of General Services (hereafter the Director).

The Director shall be responsible for:

- A. Ensuring uniform application and interpretation of County policy with regard to assignment of vehicles/equipment to individuals and departments; and
- B. Ensuring that proposed exception to County policy are only considered when maximum benefit is to be achieved by the County.

APPLICABILITY:

This policy is applicable to all current employees, volunteers, agents, contractors and subcontractors of the County of Sutter.

GENERAL POLICY:

- A. The Board of Supervisors charges each Department Head with the responsibility of ensuring that all employees and other authorized drivers of his/her Department who operate County vehicles are aware of these policies and procedures and that they comply with them at all times.
- B. County owned vehicles shall be used exclusively in the conduct of County business. No County employee shall use or permit the use of any County vehicle other than for use in the conduct of County business.

- C. Employees that fail to comply with the terms and conditions of this Vehicle use Policy may be subject to disciplinary action from their Department and or/loss of their County vehicle driving privilege.

DRIVER REQUIREMENTS

- A. All drivers of vehicles used for County business, whether County-owned or privately owned, must possess a valid driver's license, and insurance for privately owned vehicles. (California Vehicle Code Division 6—Driver's Licenses) (California Insurance Code).
- B. Employees who are required to drive as an essential function of his or her position, including employees with commercial driver's licenses, will be enrolled in the County's DMV pull-notice program. The DMV pull-notice program enables the County to receive driver record information from the California State Department of Motor Vehicles for the purpose of confirming possession and maintenance of a valid California driver's license as well as for identifying any potential safety or liability issues for employees driving on County business.
- C. Vehicles must be operated in a safe, responsible, courteous and prudent manner in accordance with all state and local laws.
- D. Drivers must comply with all sections of the California Vehicle Code.
- E. All employees and other authorized drivers, who are required to have a valid driver's license to operate vehicles or equipment on official County business, shall immediately inform their supervisors and Risk Management in the event that their driver's license is suspended, revoked or otherwise restricted in a way that impacts ability to perform their job.
- F. Prior to County vehicle use, all drivers must ascertain, to the best of their knowledge, that the County vehicle is safe (e.g. check horn, lights, brakes, tires) before operating. If the vehicle is not in safe operating condition, contact the General Services Fleet Division at 530-822-7453.
- G. The driver of the vehicle shall operate the vehicle only after the safety belts have been properly fastened by the driver and all passengers in the vehicle. These safety belts shall remain fastened at all times while the vehicle is in motion.
- H. County vehicles shall not be used to transport any passengers other than those authorized on official County business as approved by Department Heads.
- I. All vehicle accidents and/or damages involving County vehicles, or involving personal vehicles while on County business, must be immediately reported to the department head, General Service's Department and the Risk Manager.
- J. Drivers shall remain attentive to driving at all times. Use of a hand held cellular phone, including texting, is prohibited (California Vehicle Code Section 23123). Eating, drinking or other distractions should be avoided while the vehicle is moving. This section does not apply to an emergency services professional using a wireless telephone while operating an authorized emergency vehicle, as defined in California Vehicle Code Section 165, in the course and scope of his or her duties (California Vehicle Code Section 23213(d)).

- K. Smoking is not permitted in any County motor vehicle at any time by anyone. This includes electronic smoking devices or paraphernalia.
- L. No pets or animals are permitted in County owned vehicles, unless necessary for completion of assigned County duties.
- M. Driving a vehicle on official County business while under the influence of alcohol, drugs or other intoxicants is strictly prohibited.
- N. Drivers are prohibited from altering or attempting to alter or disable GPS technology in County vehicles.

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.

ASSIGNMENT OF VEHICLES

When not on County business, County vehicles are to be kept on County property locations. Privately owned vehicles are not to be left on County property for more than 24 hours (may be towed at owner's expense)-unless prior arrangements are made otherwise with the Department head or his/her designee.

ASSIGNMENT OF TAKE-HOME VEHICLES

- A. A take-home vehicle is any County-owned vehicle which is permanently or temporarily assigned to an employee, who has been authorized to drive this vehicle to and from work to the employee's residence.
- B. The take home of a County-owned vehicle meets the following requirements:
 - 1. The County-owned vehicle is provided to the employee by the County for the use in connection with official County business and is used for official County business;
 - 2. The County requires the employee to commute to and/or from work in a County vehicle for bona fide County business reasons;
 - 3. The County-owned vehicle may not be used for personal purposes, other than for commuting to and/or from work or de minimus personal use;
 - 4. Except for personal de minimus use, the employee does not use the County-owned vehicle for any purpose other than commuting to and/or from work.
- C. The Department Head, or their designee, shall determine those employees that are required to take home County-owned vehicles for County business purposes as described above. Except when emergency work is required, this approval must be obtained in writing in advance from the Department Head or their designee.
- D. When an employee is required to take a County vehicle home for County business purposes as described above, the employee may be subject to Internal Revenue Service rules concerning additional taxable compensation.
- E. Additional restrictions on an employee's ability to take home County-owned vehicles may be imposed at the discretion of the employee's Department Head, or their designee.
- F. All other Driver Requirements included in this policy, apply to County-owned take-home vehicles.

USE OF PRIVATELY OWNED VEHICLES

- A. The use of privately owned vehicles for official County business shall be allowed or encouraged when such use is determined to be in the best interests of the County.
- B. When a personal vehicle is to be used, the following requirements must be in place:
 - 1. Insurance. Employees must maintain automobile insurance that complies with the State of California minimum requirements. (California Insurance Code Section 11580.1b)
 - 2. Primary Insurance Coverage. If an employee is involved in an accident in a privately owned vehicle while on authorized County business and it is determined, by the appropriate law enforcement agency, that the employee is not at fault, the County will reimburse the deductible on the employee's automobile insurance policy.
 - 3. Authorized Use. No employee shall travel on County business in a privately owned vehicle without the approval of his/her supervisor.
 - 4. Motorcycles. No employee shall operate a motorcycle on County business without specific authorization of the Department Head.

5. Mileage shall be reimbursed in accordance with the County Travel and Business Expense Policy.

TRAFFIC AND PARKING CITATIONS

- A. Traffic citations issued to an employee while using a County vehicle are the sole responsibility of the employee involved.
- B. Parking citations issued to a County vehicle are the responsibility of the employee who parked the vehicle. If the employee cannot be identified, then the appointing authority of the department to which the vehicle was assigned shall be responsible.

FUELING OF COUNTY-OWNED VEHICLES

Fuel cards are assigned per vehicle, not per employee, and records of accounts and card assignments are to be maintained. Credit cards shall only be used to obtain oil and fuel, or for emergency repairs of County-owned vehicles. Emergency repairs must be authorized by the Department Head, or their designee, prior to using a credit card. The customer copy of the charge ticket should be given to the appropriate department representative.

COUNTY VEHICLE STANDARDS

The County will purchase vehicles that meet the requirements of the Department that the vehicle shall service. The exterior color shall be white unless otherwise authorized and agreed upon by the Department Head, Fleet Manager and CAO. Minimum standardized markings on all County-owned vehicles shall be the County emblem decal on the driver and passenger doors and the identification numbers on the front and rear of the vehicle. Exemptions are emergency vehicles, undercover vehicles, and authorized exemptions approved by the CAO.

COUNTY VEHICLE UTILIZATION

Vehicle utilization standards shall be based on a subjective vehicle rating system for light duty general purpose vehicles. Annual utilization studies and rating shall be conducted to determine whether replacement vehicles are necessary and to provide overall management of County-owned vehicles.

Departments shall manage utilization of their vehicles. Fleet Management will provide Departments and the CAO's office an annual report with vehicle utilization and department utilization information. These reports shall be reviewed and considered when vehicle replacements are requested.

PREVENTATIVE MAINTENANCE

Preventative maintenance at regular intervals will increase safety and reliability of County-owned vehicles and equipment.

Preventative maintenance will be performed on County-owned vehicles for light duty general purpose vehicles at 5,000 miles or 6 months, whichever occurs first. Emergency vehicle maintenance will be performed at 3,000 miles or 6 months, whichever occurs first. Heavy duty diesel trucks and construction equipment shall be serviced at hourly or mileage intervals, or twelve months, whichever occurs first.

COUNTY VEHICLE REPLACEMENTS

- A. Light duty general purpose vehicles reaching fifteen (15) points on the Subjective Vehicle Rating System meet the criteria to be considered for replacement.
- B. Emergency vehicles reaching fifteen (15) points shall be considered for replacement.
- C. Department Heads shall coordinate with Fleet Manager to identify vehicles meeting replacement criteria and surplus criteria. For purchases of new vehicles, the Department shall complete a New Vehicle Request Form and process it through the Purchasing Division of General Services, Fleet Management and the CAO's office.
- D. After receiving purchase approval from the CAO's office, the purchase shall be brought before the Board of Supervisors.
- E. Vehicle bid requests will be processed once vehicle specifications are approved by the Department Head. Vehicles will be purchased through the Purchasing Agent and delivered to Fleet Maintenance. Vehicles will be set up by Fleet Maintenance and distributed to the department when completed.

COUNTY VEHICLE TRANSFERS

Vehicles that are in working condition and marked as surplus may be transferred to another department if a need exists. Vehicles will be given a used vehicle market value. The requesting Department will request approval and purchase the used vehicle. If the vehicle is not acquired by another department it will be processed for disposal.


COUNTY VEHICLE DISPOSALS

Surplus vehicles will be turned in to Fleet and the owning department will process the Auditor Controller's Capitol Asset Record of Property Transfer form to Fleet and Purchasing. The department is responsible for removing all personal items and departmental issued items. Fleet will remove all decals, markings and any county equipment, including emergency equipment, and radios.

Surplus vehicles shall be auctioned. All vehicle related documents will be processed prior to the auction, including titles, DMV release of liability forms, and a disclosure to the auctioneer of all known discrepancies on the vehicle. General Services Fleet and Purchasing will coordinate the auction to minimize the time the vehicle is waiting to be sold. Proceeds from the auction will be distributed to the appropriate departments.

GREEN FLEET MANAGEMENT AND PROCUREMENT

The County is transitioning to a green fleet. Transitioning will include rightsizing of vehicles and overall fleet size, reducing petroleum use, planning for alternative fuels, set purchasing rules, driver training, and utilizing telematics to increase efficiencies.

	<h2>Sutter County Administrative Policies & Procedures</h2>	
POLICY:	TITLE: Information Technology Acceptable Use Policy	
SECTION:	ADOPTED:	
RESOLUTION:	EFFECTIVE:	
SPONSORING DEPARTMENT: General Services		ATTACHMENTS:
SUPERCEDES: Use of County's Electronic Information System		PAGES: 4

Purpose:

This policy establishes formal rules for acceptable use of Sutter County Information Technology Systems. Information Technology resources are the strategic assets of the County of Sutter. Appropriate use of IT resources is an important part of IT management and a long established requirement. This policy does not supersede federal, state, or local regulations governing the use of information technology.

Authority

Sutter County Board of Supervisors

Introduction:

The IT needs of the County of Sutter have changed dramatically over the past years. The information requirements of County customers and employees have increased and the technology required to process that information has diversified. County information is now distributed across many systems consisting of various combinations of hardware and software. Because information can appear in many formats and on different systems, the potential for misuse or loss is very high. While IT offers improved communication and information sharing, it brings with it increased vulnerability. Since County IT users are increasingly dependent on accurate and reliable information systems, it's important to protect County IT systems from misuse.

Applicability:

This policy applies to all County of Sutter employees, both permanent and temporary, and all contractors, consultants, vendors, interns, volunteers and others who use County-owned or leased IT resources.

Definitions:

User: any County of Sutter employee, both permanent and temporary, and any contractor, consultant, vendor, intern, volunteer and other who uses, maintains, manages or is otherwise given access privileges to County IT systems.

IT Resources: all computer, computer systems, telephone, and mobile device hardware (including peripherals), software applications and data (including electronic mail, text messages, picture message, voice mail and files), networks and network connections (including to the Internet), documentation and

other capabilities intended for the purpose of processing, transferring, or storing data in support of County goals.

General Policy:

1. IT Resources

All County IT resources shall remain the property of the County of Sutter and may be examined at any time. Users must not install, upgrade, repair or move IT resources without IT management approval. Proprietary or County-developed software must not be copied or distributed without IT management approval.

Only County-approved equipment is to have a permanent physical connection to County networks. Users should consult with IT for the proper use of portable devices and the relocation and reconnection of desktop devices.

The County cannot support unapproved IT resources. Installation, upgrade, repair or other forms of support will only be performed on official County-owned, leased, or licensed IT resources.

2. User IDs and Passwords

No user will give his or her password to another person unless that person is authorized by the County Administrative Office or County Counsel to receive such information. If a password is compromised for any reason, the password shall be changed as soon as practical. Users shall choose passwords in accordance with the Sutter County Password Policy.

3. Unacceptable Use and Content

Users must not use County IT resources for personal or commercial financial gain, for religious or political causes, to solicit or persuade for non-County or non-job-related organizations, or to conduct illegal activities.

Except for authorized investigations, users shall not use County IT resources to access offensive material on Internet sites, paid telephone services (900-numbers, etc.), or to send, receive or create offensive material. Offensive material includes, but is not limited to, sexual comments or images, racial slurs, gender offensive comments, or any comments that would be offensive on the basis of age, race, sexual orientation, religious beliefs, national origin, or disability.

County IT resources shall be used in conformance with all applicable laws pertaining to copyrighted materials, trade secrets, proprietary financial information, or similar materials.

Users must not send sensitive information via the Internet unless a County-approved form of encryption is used, the information is transmitted via sites that support industry adopted security standards, the transfer is authorized by Department Head or Manager, or where required by law.

4. Electronic Mail, Text Messages, Voice Mail and Files

All e-mail, text message, picture messages, voice mail and files composed, sent or received using County IT resources remain the property of the County at all times. The County reserves the right to retrieve and review any message or file composed, sent, or received using County IT systems. E-mail, text messages, and voice mail will not be distributed to users other than the intended recipient except at the direction of the recipient, a Department Head or Manager.

Users should immediately report to their supervisor any e-mail, text messages, picture messages or voice mail containing content that may be reasonably considered offensive, threatening or disruptive. Supervisors and managers should immediately contact IT directly to report the receipt of unsolicited material and not compromise the confidentiality of the individuals involved.

5. Workplace Privacy

System administrators are authorized to examine and/or retain files within the scope of their responsibilities to troubleshoot and/or repair the IT resources under their purview. System administrators must not disclose the contents of such files unless the contents are in violation of this policy, other County or department policies, or federal, state, or local law. Content in violation of policies or the law will be reported to IT.

The County may inspect, review or retain any personal electronic mail, text messages or any other personal computer/data records generated by any user of County IT resources. A user shall be permitted, subject to the limitations contained in Government Code section 31011, to review any data pertaining to the user that is collected by the County in the course of monitoring electronic records and communications and to dispute and have inaccurate data corrected or deleted.

6. Acknowledgement of Information Technology Acceptable Use Policy

All users must sign an Acknowledgement of Information Technology Acceptable Use Policy.



COUNTY OF SUTTER

ACKNOWLEDGMENT OF

INFORMATION TECHNOLOGY ACCEPTABLE USE POLICY

I, _____, recognize and understand that the purpose of the County's information technology network, including its computers, telephones, and other resources is to support County business. I agree not to use any application, access any file or retrieve any stored communication other than where authorized unless there has been prior clearance by an authorized representative.

I am aware that the County reserves the right to audit, access, and review all matters on the County's information technology network, including e-mail, text and voice mail messages at any time, with or without notice, and that such access may occur during or after working hours. I am aware that use of a County-provided password or code does not restrict the County's right to access electronic communications and that, except where prohibited by law, the County will disclose any and all information required by the law.

I am aware that if I violate this policy, I may lose any access privileges granted by the County and be subject to disciplinary action up to and including termination or, if I am not a County employee, termination of my contract.

I acknowledge that I have read and I understand the County's Information Technology Acceptable Use Policy.

Signature

Date Signed

The crimes listed above are offenses that may render anyone's background unsuitable for employment having direct access to FTI and does not attempt to specify every unacceptable criminal conviction or questionable background.

Background investigation results will be considered utilizing an individual assessment with any basis for denial being job-related and consistent with business necessity.

In the event the background investigation results in an unfavorable outcome or requires clarification, individuals will have the opportunity to provide additional information within a specified timeframe. Final decisions resulting in a disqualification will be provided in a written statement with the reason for the denial.

ARTICLE XXX COUNTY POLICIES

The County and the Association agree to adopt the following County policies (attached):

1. County Vehicle Policy
2. Information Technology Acceptable Use Policy

ARTICLE XXXI 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 23rd day of March, 2021.

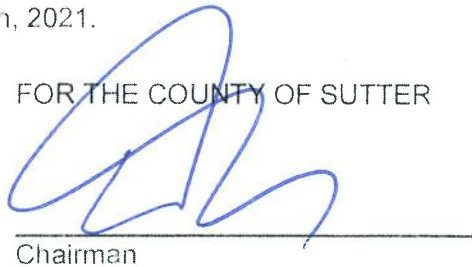
FOR THE SUTTER COUNTY EMPLOYEES'
ASSOCIATION



Date 3/23/21

Date _____

FOR THE COUNTY OF SUTTER



Chairman

Date 3/23/2021