MEMORANDUM OF UNDERSTANDING
LAW ENFORCEMENT UNIT
2018 – 2021

ARTICLE I
This Memorandum of Understanding (“MOU”) is made and entered into between the SUTTER DEPUTY SHERIFFS’ ASSOCIATION (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 26, 2019. It is agreed that this MOU shall not be binding upon the parties either in whole or in part unless and until the Board, by majority vote, acts formally to approve it.

ARTICLE III TERM
The Parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment, and it is mutually agreed that the term of this MOU shall commence on July 1, 2018, and end on June 30, 2021.

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 Law Enforcement Unit 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 the Association’s receipt of an executed voluntary written authorization, and notification of same to the County via a Certified Written Member List, the County shall deduct Association dues from the salaries of its members. The amounts to be deducted for Association dues shall be certified in writing to the County by the appropriate Association official via the Certified Written Member List. Such deductions shall be made only when the employee’s earnings for a pay period are sufficient after other legal 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.

Authorization for dues deductions shall be revocable by the employee upon fifteen (15) days’ advance written notice to the Association. Inquiries by an employee to cancel dues deductions shall be directed to the Association.

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 hold the County harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by County under this article.

**ARTICLE VI  SCOPE OF REPRESENTATION**

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

**ARTICLE VII  NO DISCRIMINATION**

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

**ARTICLE VIII  PREVAILING RIGHTS**

This MOU contains all the covenants, stipulations, and provisions agreed upon by the Parties. Except as amended by this MOU, it is understood that all items relating to employee wages, hours, and other terms and conditions of employment not covered herein shall remain the same as those in existence on June 30, 2018, subject to the changes in such items contained in Board Resolution 83-123 and MOU of parties entered subsequent to June 30, 2018.

**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 rights, 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 contract 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 the size and characteristics of the work force.
13. Determine the allocation and assignment of work to employees.
14. Determine policy affecting the selection of new employees.
15. Determine the establishment of quality and quantity standards and judgment of quality and quantity of work required.
16. Determine control and use of County property, materials and equipment.
17. Place work with outside providers as authorized by Government Code Section 31000.
18. Determine the merits, necessity, or organization of any service or activity provided by law or executive order.
19. Require employees, where necessary, to take in-service training courses during work hours.
20. Determine duties to be included in any newly created job classification.
21. Determine the necessity of overtime and the amount of overtime required in the event of any emergency.
22. Take any necessary action to carry out the mission of the County in cases of an emergency.
23. 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 thereof, shall be limited only by the terms of this contract, and then only to the extent such terms are in conformance with the law. This Article is not intended to limit the County’s obligation to meet and confer regarding mandatory subjects of bargaining or, under appropriate circumstances, the impacts of its Management Rights decisions.
ARTICLE XII    SALARY

1. County will pay each employee, except the classifications of Deputy Sheriff, Sheriff’s Sergeant Detective, and Senior Criminal Investigator, a non-pensionable lump sum payment equivalent to three percent (3%) of the employee’s annual base wage. To receive the lump sum, employee must be continuously employed by the County from the time the successor MOU is adopted by the Board of Supervisors and on the date of payment of the lump sum. Payment of lump sum to be made by the second full pay period after Board adoption.

2. Effective by the second full pay period after adoption of this MOU by the Board, the County will provide a three percent (3%) equity salary increase to the classifications of Deputy Sheriff, Sheriff’s Sergeant Detective, and Senior Criminal Investigator.

3. Effective the first full pay period in July 2019, the County will provide a two-percent (2%) salary increase for each classification within the bargaining unit, except the classifications of Deputy Sheriff, Sheriff’s Sergeant Detective, and Senior Criminal Investigator.

4. Effective the first full pay period in July 2019, the County will provide a three percent (3%) equity salary increase to the classifications of Deputy Sheriff, Sheriff’s Sergeant Detective, and Senior Criminal Investigator.

5. Effective the first full pay period in July 2020, the County will provide a one-percent (1%) salary increase for each classification within the bargaining unit, except the classifications of Deputy Sheriff, Sheriff’s Sergeant Detective, and Senior Criminal Investigator.

6. Effective the first full pay period in July 2020, the County will provide a three percent (3%) equity salary increase to the classifications of Deputy Sheriff, Sheriff’s Sergeant Detective, and Senior Criminal Investigator.

ARTICLE XIII    OVERTIME

County and Association agree to amend Section 8.0, Overtime, Subsection 8.2, Definition - Law Enforcement Unit, of the Rules Governing Employee Compensation, Benefits and Working Conditions, to read as follows:

8.2 Definition – Law Enforcement Unit

A. Non-exempt Employees - 40 Hour Work Period

"Overtime work" for non-exempt employees shall be defined as all authorized work by an eligible employee in excess of forty (40) hours in a seven (7) day work period or on the employee’s scheduled day off.

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

All paid leave time, with the exception of sick leave, shall be considered hours worked for purposes of calculating overtime.
B. Non-exempt Employees - 28 Day Work Period

In the event employees in the Sheriffs’ Department are scheduled to work at 4-10 hour day on duty and 3 day off duty or a 6 day on duty and a 3 day off duty, or a 4 day on duty and 2 day off duty or a 12-hour shift plan, “overtime work” for those non-exempt positions assigned to such plans shall be defined as all authorized work by an eligible employee in excess of 171 hours in a 28 day work period or on the employee's scheduled day off.

C. Non-exempt Employees – 12 Hour Shift

Except for canine handlers, in the event the employees in the Sheriffs’ Department are scheduled to work a 12-hour shift plan, “overtime work” for those non-exempt positions assigned to such plan shall be defined as all authorized work by an eligible employee in excess of 80 hours in a 14-day work period, as provided by Section 207(k) of the Fair Labor Standards Act.

D. Non-exempt Employees – Canine Handlers

“Overtime work” for non-exempt employees in the classification of Deputy Sheriff or above who own police dogs which perform regularly as part of the Sheriff’s Canine Patrol, shall be defined as all authorized work by an eligible employee in excess of 171 hours in a 28 day work period, as provided by Section 207(k) of the Fair Labor Standards Act.

Authorized overtime shall be compensated for at a rate of 1 1/2 hours for each overtime hour worked.

All paid leave time, with the exception of sick leave, shall be considered hours worked for purposes of calculating overtime.

ARTICLE XIV FAMILY SICK LEAVE

County and Association agree to amend Section 12.0, Sick Leave, Subsection 12.7, Family Sick Leave – Law Enforcement Unit, of the Rules Governing Employee Compensation, Benefits and Working Conditions, to read as follows:

12.7 Family Sick Leave – Law Enforcement Unit

Whenever any employee in the classified service believes it necessary that he/she be absent from duty because of illness or injury of an immediate family member as defined by FMLA and CFRA as of December 2013, including child, parent, spouse, or domestic partner, he/she may request from his/her department head to be absent for not more than eighty (80) hours in any calendar year. Any such time off shall be charged against sick leave. Such leave shall be subject to all the provisions of Section 12.15, 12.16, 12.17, 12.21 and other appropriate sections.

CFRA language as of December 2013 defines child 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. Parent is defined as a biological, step or adopted parent or a person who stood “in loco parentis” to the employee when the employee was a
child. Parent-in-law is excluded in CFRA. 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.

ARTICLE XV INSURANCE

County and Association agree to amend Section 25.0, Health Insurance, Subsections 25.1 B, Medical Plan Insurance – Cafeteria Plan, 25.2 A, Dental Plan Insurance - Available Plans and County Contribution, and 25.2 B, Dental 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. Effective within the second full pay period after Board adoption, the County will increase its monthly contributions to employee medical premiums by 100% of the amount of the 2019 Plan Year increase for the PPO 1500 Plan. Options as described below shall not exceed:

<table>
<thead>
<tr>
<th>Coverage Level</th>
<th>Monthly Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only Coverage</td>
<td>$627.00</td>
</tr>
<tr>
<td>Employee Plus 1 Coverage</td>
<td>$1,240.00</td>
</tr>
<tr>
<td>Employee Plus Family Coverage</td>
<td>$1,723.00</td>
</tr>
</tbody>
</table>

County contributions made pursuant to Section 25.1.B 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.

2. For Plan Year 2020, and Plan Year 2021, 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.
3. Concurrent with the start of the increased County medical contribution indicated above, the County will provide the following incentives to those employees who enroll in the County-sponsored HDHP-3000 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 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.

   c. Employees 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.

   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.

Healthy Lifestyle – Preventive Care Incentives

1. An employee who, at no charge to the employee, completes the annual Wellness/Health Screening/Assessment offered through the County-sponsored Wellness Clinic will receive one of the following incentives:

   a. For calendar year 2017 and each calendar year thereafter, an employee completing the assessment for the first time will receive a gift card valued at $25.00.

   b. For calendar year 2018 and each calendar year thereafter, an employee who completes two consecutive annual assessments will receive a gift card valued at $50.00.

   c. Incentives provided pursuant to this section are limited to one such incentive each calendar year.
d. If an employee who is receiving incentives at the levels specified in paragraphs b. or c. above, has a break in consecutive annual assessments his/her next assessment will be compensated at the level specified in paragraph a. and the progressive incentive payments will reset.

2. For calendar year 2018, the County will make up to $10,000 available on a countywide basis to implement, healthy lifestyle/preventive care incentives that have been developed and recommended by the Employer-Employee Insurance Benefits Advisory Committee.

Prior to implementation, these recommendations must be reviewed and approved by the CAO. If the CAO does not approve the recommended incentives, he/she will notify the chair and vice-chair of the Insurance Benefits Advisory Committee in writing and the proposal will be returned to the Committee for further review and recommendations.

25.2 Dental Plan Insurance

A. Available Plans and County Contribution

The County will offer three levels of County sponsored dental benefit coverage. The County shall make a contribution to an IRC Section 125 cafeteria plan for dental coverage as indicated in Section 25.2, B below.

Dental benefits will continue to be provided through Delta Dental plans through the contract term.

The dental insurance contribution to the cafeteria plan made by the County may only be used to pay dental insurance premiums to one of the available 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 dental insurance plan shall not receive any credit for the County's contribution. Employees electing coverage in a dental insurance 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, if any. Employees who enroll in a dental insurance plan offered through the IRC Section 125 cafeteria plan for the plan year will have their contribution for dental 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 for by law.

B. Cafeteria Plan

Effective within the second full pay period following Board adoption, for the 2019 Plan Year, the County’s monthly contributions to the Delta Dental IRC Section 125 cafeteria plan for each employee who is enrolled in one of the County-sponsored health insurance plan options as described below shall not exceed:

<table>
<thead>
<tr>
<th>Employer Cont/Mo.</th>
<th>DeltaCare</th>
<th>PPO + Premier 1000</th>
<th>PPO + Premier 2000</th>
</tr>
</thead>
<tbody>
<tr>
<td>EE</td>
<td>$17.90</td>
<td>$25.78</td>
<td>$32.98</td>
</tr>
<tr>
<td>EE + 1</td>
<td>$31.80</td>
<td>$48.45</td>
<td>$60.65</td>
</tr>
<tr>
<td>Family</td>
<td>$46.80</td>
<td>$74.75</td>
<td>$93.35</td>
</tr>
</tbody>
</table>
For each Plan Year thereafter, if the cost of the Delta Care Plan should increase, the County will increase its contribution to one-half of the increase amount of the Delta Care Plan for all plans. Should the cost of the Delta Care Plan decrease in any plan year from the prior plan year, the County contribution amount for all plans shall decrease by one-half of the difference between the prior Delta Care Plan year cost and the new Delta Care Plan year lower amount.

ARTICLE XVI  EDUCATIONAL INCENTIVE PAY AND TUITION REIMBURSEMENT

County and Union agree to amend Section 30.0, Educational, Training, Certification and Professional License Fees, Subsection 30.9, C, Training and Tuition Reimbursement Program – Law Enforcement Unit, of the Rules Governing Employee Compensation, Benefits and Working Conditions, to read as follows:

30.9 Training and Tuition Reimbursement Program

C. Law Enforcement Unit

Employees are encouraged to continue their self-development by enrolling in college course work that will educate them in new concepts and methods in their occupational fields and prepare them to meet the changing demands of their jobs. A Tuition Reimbursement Program shall be established pursuant to the following conditions:

1. Application for tuition reimbursement shall be submitted to and approved by the department head and/or his/her designee.

2. The department head may consider length of service, overall job performance, benefit of the college course to the County, availability of funds, and other appropriate factors in reaching his or her decisions.

3. Courses must be related to the work of the employee's current position or occupation.

4. Courses must be taken on employee time.

5. Courses must be taken at accredited institutions.

6. Reimbursement may be made for tuition, books, registration fees, and laboratory fees, up to a maximum of $1,000 each calendar year.

7. Employee must agree in writing to repay the County, including having such amount deducted from employee’s final pay check, for any amount paid pursuant to this section if said employee separates from the County within 12 months of completing such class for which reimbursement was received.

8. Expenses for parking, travel, meals, lodging and other incidental costs are not reimbursable.

9. Reimbursement shall be made to the employee upon completion of the course with a minimum final grade of C or its equivalent in an undergraduate college course, or a B or its equivalent in a graduate level college course.
10. If reimbursement is received from another source(s) for tuition, books, registration fees, and/or lab fees, the total reimbursement from the County and other sources shall not exceed the total cost for tuition, books, registration fees and/or lab fees. An employee requesting reimbursement shall sign a statement indicating if reimbursement has been or will be received and the amount of such reimbursement.

11. All approved claims shall be submitted to the Auditor's Office with a copy to the Human Resources Department and shall include the required agreement to repay the County, a statement regarding any other reimbursement and a copy of the transcript showing the final grade earned.

Employees who have obtained a degree related to the work of the employee’s current position or occupation will be allowed to utilize the tuition reimbursement toward student loan repayment provided adequate documentation is provided which demonstrates the amount owed for a current loan and the payment received by lender. Employees who are required to obtain a license and/or certification renewal in order to perform their duties may utilize tuition reimbursement toward licensure/certification renewal. In no event will the amount reimbursed to the employee under this section exceed one-thousand dollars ($1,000) per calendar year.

**ARTICLE XVII DISCIPLINE**

County and Association agree to amend Section 18.0, Discharge, Dismissal, Suspension, Reprimand, Reduction In Rank, And Right of Appeal, Subsection 18.5., Causes For Discipline, of the County Personnel Rules and Regulations to read as follows:

18.5 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:

a. Intentional misrepresentation or concealment of any material fact in connection with obtaining employment.

b. Unsatisfactory performance.

c. Unexcused neglect of duty.

d. Insubordination.

e. Dishonesty.

f. Drunkenness on duty.

g. Violation of any of the provisions of Sutter County’s Alcohol and Drug Abuse Policy.
h. Unexcused absence without leave not constituting abandonment of employment as defined in Section 14.10 of the Sutter County Rules Governing Employee Compensation, Benefits and Working Conditions.

i. Conviction of a felony.

j. Discourteous treatment of the public or other employees.

k. Political activity which is in violation of federal or state laws.

l. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment.

m. Violation of any of the provisions of Section 19.0, Prohibited Activities.

n. Negligent or willful damage to public property or waste of public supplies or equipment.

o. Misappropriation or misuse of county funds or property.

p. Failure or refusal to undergo any physical, medical, and/or psychiatric exam authorize by these rules.

q. Failure to comply with such safe working practices, as may be promulgated by the County, in the discharge of duties during work hours.

r. 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.

s. Failure or refusal to cooperate in an investigation being conducted by the County.

t. Conviction of a misdemeanor involving moral turpitude.

u. Violation of the provisions of Section 23.0, Discriminatory Workplace Harassment Policy.

v. 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.

**ARTICLE XVIII  ALCOHOL AND DRUG ABUSE POLICY**

County and Association agree to amend Section 24.0, Alcohol and Drug Abuse Policy, Subsection 24.1, Purpose and 24.2, Policy, of the County Personnel Rules and Regulations to read as follows:
24.1 Purpose

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

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

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

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

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

24.2 Policy

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

Any employee who violates one or more of the prohibitions outlined in the regulations and County policy may be subject to discipline, up to and including termination pursuant to subsection 18.5 of the Sutter County Personnel Rules and Regulations.

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

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

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

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

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

The County’s health plan provides medical care for employees with alcohol or drug problems. The County's Mental Health department is also available with counselors trained in alcohol or drug abuse problems.

**ARTICLE XIX TOTAL COMPENSATION SURVEY**

The County and the Association will each appoint two (2) representatives to work together on a Total Compensation Salary Survey by December 30, 2020. This team will develop the survey tool and methodology, including agencies to be surveyed, and deliver the results to the County and the Association for their use in bargaining by March 31, 2021.

**ARTICLE XX 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 26th day of March, 2019

FOR THE SUTTER DEPUTY SHERIFFS’ ASSOCIATION

______________________________

Date__________________________

______________________________

Date__________________________

FOR THE COUNTY OF SUTTER

______________________________

Date__________________________

______________________________

Date__________________________