SUTTER COUNTY

PERSONNEL RULES AND REGULATIONS

Sutter County is an equal opportunity employer.
Minorities, women and the disabled are urged to apply.

SUTTER COUNTY
PERSONNEL RULES AND REGULATIONS

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SECTION 1.0

PURPOSE

The purpose of this Resolution is to regulate the method of appointment of persons in the employ of the County of Sutter as provided in Article XI, Section 1, of the California Constitution and in furtherance of the purposes set forth by the State Legislature as provided in Chapter 10, Title 1, Division 4 (beginning with Section 3500), of the California Government Code, by the establishment of personnel rules and regulations to the end that persons shall be appointed, promoted, and retained on the basis of merit, and to set forth those procedures which concern the following matters, including, but not limited to: administration of the personnel system; classification of positions; compensation plan; recruitment and qualifications of applicants; appointment, performance, promotion, discipline, and separation of employees. By enacting this Resolution, the Board of Supervisors of Sutter County hereby establishes personnel rules and regulations for the County of Sutter. All employees of the County of Sutter, except those specifically hereinafter excluded, shall be subject to this Resolution, including those specified in Section 270 of the Welfare and Institutions Code and persons employed in departments in which the department head is an elective official.

(Adopted 9/10/80 Fire Safety Unit MOU)
(Adopted 9/30/80 Confidential Unit MOU)
(Adopted 10/28/80 Law Enforcement Unit MOU)
(Adopted 11/4/80 General, Supervisory and Professional Units MOU)
(Adopted 11/4/80, Probation Officers Safety Unit, as part of GSP)
(Adopted 11/25/80 Management Unit Agreement)
(Adopted 12/1/80 CAO, Personnel Director & County Counsel Agreement)

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SECTION 2.0

DEFINITIONS

2.1 Scope

Unless the context otherwise requires, the definitions and general provisions herein set forth govern the construction of these Rules.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.2 Applicant

A person who has submitted a written application for employment in accordance with these Rules. The term does not apply to one who has indicated, either orally or in writing, interest in employment or has filed a registration card for employment.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.3 Appointing Authority

A person or group having lawful authority to appoint or remove persons from positions in the County service. The Department Head is the appointing authority for his or her department or office. The Board of Supervisors is the appointing authority for all non-elected department heads, except when specified otherwise by law or Board order. Notwithstanding the above, the County Administrative Officer may exercise appointing authority control over the Public Guardian/Conservator in the event he or she believes a potential conflict of interest exists between the Public Guardian/Conservator activities and/or the Welfare and Social Services activities.

(Adopted 11/2/93, Resolution No. 93-147)

2.4 Appointment

The offer of the acceptance by a person of a position in the County service in accordance with these Rules.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.5 Biweekly Salary

The amount of individual cash compensation for two weeks of service in a range and step established in accordance with the provisions of the Rules.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.6 Board

The Board of Supervisors of the County of Sutter.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.7 Certification

The action by which persons on an eligible list are certified by the Human Resources Director to the appointing authority as eligible for appointment or promotion.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.8 Class

A position or group of positions having duties and responsibilities sufficiently similar that (i) the same title may be used, (ii) the same qualifications may be required, and (iii) the same schedule of compensation may be made to apply with equity.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.9 Classified Service

All positions in the County service except (i) elective officials, (ii) extra-help employees, and (iii) other positions specifically designated by the Board to be exempt.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.10 Competitor

An individual applicant who is taking part in a merit system selection procedure.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.11 Day

A period of time between any midnight and the midnight following.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.12 Demotion

A change in classification of any employee in one classification to a position in another classification which has a lower salary or salary range, either on a voluntary or involuntary basis. Requests for voluntary demotions must be made in writing by the affected employee.

(Adopted 5/26/87, General, Supervisory and Professional Units MOU)
(Adopted 5/26/87, Probation Officers Safety Unit, as part of GSP)
(Adopted 6/23/87, Deputy County Counsel Agreement)
(Adopted 6/30/87, Fire Safety MOU)
(Adopted 6/30/87, Confidential Unit Agreement)
(Adopted 6/30/87, Resolution 87-91, Management Unit)
(Adopted 8/30/88, Law Enforcement Unit MOU)

2.13 Department Head

Those persons who are the head of an established department or office, and include County officials designated in Section 24000 of the Government Code of the State of California. Appointed Sutter County Department Heads include but are not limited to:

Agricultural Commissioner-Director of Weights and Measures
Chief Probation Officer
County Administrative Officer
County Counsel
Director of Development Services
Director of Library Services
Director of Health and Human Services
Farm Advisor
General Services Director
Human Resources Director
Museum Director/Curator

Elected Sutter County Department Heads include:

Assessor
Auditor-Controller
County Clerk-Recorder
District Attorney
Sheriff-Coroner/Public Administrator
Superintendent of Schools
Treasurer-Tax Collector

(Adopted 12/13/83 Resolution 83-178; revised 8/3/96; revised 8/15/00; revised 01/01/01; revised 03/18/25)

2.14 Eligible

A person who has successfully passed all examinations for a class and whose name is placed on an eligible list or maintained in an eligible name file.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.15 Eligible List

A list of persons who have been examined in open competitive examinations and are eligible for certification to a specific class.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.16 Employee

Any person employed by the County of Sutter. Those persons performing professional and specialized services under contract are not considered County employees unless specifically designated in the contract.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.17 Entry Level Positions

Those positions having minimum qualifications that do not require previous work experience.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.18 Exempt Employee

Exempt employee shall mean an employee designated by the County as exempt for purposes of complying with the Fair Labor Standards Act.

(Adopted 06/25/85, General, Supervisory and Professional Units MOU)
(Adopted 06/25/85, Probation Officers Safety Unit, as part of GSP)
(Adopted 07/02/85, Fire MOU)
(Adopted 07/02/85, Confidential Agreement)
(Adopted 08/06/85, Law Enforcement Unit MOU)

2.19 Extra Help Employee

An employee employed in an extra help position.

(Adopted 06/25/85, General, Supervisory and Professional Units MOU)
(Adopted 05/25/85, Probation Officers Safety Unit, as part of GSP)
(Adopted 07/02/85, Fire MOU)
(Adopted 07/02/85, Confidential Agreement)
(Adopted 08/06/85, Law Enforcement Unit MOU)
(Adopted 08/13/85, Resolution 85-87, Management Unit)
(Adopted 08/13/85, Deputy County Counsel Agreement)

2.20 Extra Help Position

A position which is intended to be occupied on less than a year-round basis including but not limited to the following:

To cover seasonal, peak workloads;
emergency extra workloads of limited duration;
to fill vacant positions during the recruitment period;
and other situations involving a fluctuating staff or workload.

Extra help employees shall receive no additional benefits other than those required by law, except with the expressed approval of the County Board of Supervisors.

(Amended 01/11/00, General, Supervisory and Professional Units MOU)
(Amended 01/11/00, Probation Officers Safety Unit, as part of GSP)
(Amended 02/01/00, Confidential Agreement)
(Amended 02/01/00, Resolution 2000-06, Management Unit)
(Amended 02/01/00, Deputy County Counsels and Assistant County Counsel Agreement)
(Amended 01/09/01, Fire Safety Unit MOU)
(Amended 01/08/02, Law Enforcement Unit MOU)

2.21 Hourly Rate

The amount of individual compensation, for a full hour's service, as set forth in the Classification System - Basic Salary Schedule (Section 52-510 of the Salary Code).

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.22 Layoff

Termination of service without fault on the part of the employee because of lack of work, lack of funds, or other causes unrelated to the employee's job performance.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.23 Limited Term Employee

An employee who is employed to perform a specific mission in a given period of time pursuant to a special program adopted by the Board of Supervisors.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

Deleted 2.24 Longevity Pay – see Section 13 of these rules.

2.25 Minimum Qualifications

The minimum qualifications of education, experience, ability, knowledge, licenses, and other requirements for entrance examinations, for appointments, or for promotion.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.26 Month

A calendar month.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.27 Non-Exempt Employee

Non-exempt employee shall mean an employee designated by the County as non-exempt for the purpose of complying with the Fair Labor Standards Act.

(Adopted 06/25/85, General, Supervisory and Professional Units MOU)
(Adopted 06/25/85, Probation Officers Safety Unit, as part of GSP)
(Adopted 07/02/85, Fire MOU)
(Adopted 07/02/85, Confidential Agreement)
(Adopted 08/06/85, Law Enforcement Unit MOU)

2.28 Open Examination

A competitive examination which shall be open to all applicants who meet the minimum qualifications for the particular classification for which the examination is to be held.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.29 Part-time Employees

A regular employee who is regularly assigned to work less than a normal full-time schedule for the department for which he or she is employed.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.30 Position

A specific office, employment, or job calling for the performance of certain duties and the carrying of certain responsibilities by one individual either on a full-time, part-time, or extra help basis.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.31 Probationary Employee

An employee who has been appointed by the appointing authority or has been re-employed after resignation, or has been transferred, promoted, or demoted, but who has not completed the probationary period provided in these Rules.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.32 Probationary Period

The period of time following his/her appointment during which an employee demonstrates satisfactory performance in order to justify his/her right to hold regular status.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.33 Promotion

The movement of an employee from one class to another class having a higher maximum rate of pay.

(Adopted 6/25/85, General, Supervisory and Professional Units MOU)
(Adopted 06/25/85, Probation Officers Safety Unit, as part of GSP)
(Adopted 7/2/85, Fire MOU)
(Adopted 7/2/85, Confidential Agreement)
(Adopted 8/6/85, Law Enforcement Unit MOU)
(Adopted 8/13/85, Resolution 85-87, Management Unit)
(Adopted 8/13/85, Deputy County Counsel Agreement)

2.34 Promotional Examination

A competitive examination which shall be open to current employees of a Department or the County who meet the minimum qualifications for the particular classification for which the examination is to be held.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.35 Promotional List

A list of names of Department or County employees who have passed a promotional examination for a class in the classified service, ranked in the order of score earned.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.36 Provisional Appointment

An appointment made in the absence of an eligible list as provided in these Rules.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.37 Provisional Employee

An employee holding a position under provisional appointment.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.38 Range

A sequence of salary steps used to identify the minimum, maximum, and intermediate salary rates which may be paid to employees within a class.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.39 Reasonable Cause

The conduct or conditions existing which may justify the discharge of an employee. Reasonable cause may include, but shall not necessarily be limited to, the conduct or conditions listed in Section 18.5.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.40 Reclassification

A change in the allocation of a position by raising it to a higher class, reducing it to a lower class, or changing the title on the basis of substantial changes in the kind, difficulty, or responsibility of duties performed in such a position. Only a position can be reclassified. An employee cannot be reclassified.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.41 Regular Employee

An employee in the classified service who occupies a permanent position, whether part-time or full-time, in a class which is intended for permanent or career-type employment, and the exempt deputy or assistant of an elected official; also, an employee who enjoys regular status.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.42 Regular Status

The status of an employee, following the successful completion of his/her probationary period, which entitles him/her to appeal a discharge which he/she believes was made without reasonable cause.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.43 Reinstatement

The return of a discharged employee to his or her former position as a result of the appeal process.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.44 Selection Procedure

The process of testing, evaluating, and/or investigating the fitness and qualification of applicants based on merit procedures, validity, and reliability.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.45 Separation

Any termination of employment. Termination may include death, discharge, layoff, resignation, retirement, or work completion.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.46 Series

Means two or more classes of positions with duties substantially similar in nature and character, but differing in level of difficulty, responsibility, and perhaps supervision.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.47 Significant Disciplinary Action

Includes discharges, involuntary demotions, and suspensions. Warnings and reprimands are not considered to be significant disciplinary action, for definitional purposes only.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.48 Step

One of the salary rates identified in the Salary Code - Index to Salary Range Scale by the numbers, "1", "2", "3", "4," “5," “6,” “7,” and “8,” which are used to identify the specific compensation of an employee within the established range for his/her class.

(Adopted by the Sutter County Board of Supervisors 1/27/09, revised 03/18/25)

2.49 Transfer

Means either (i) the movement of an employee from one position to another within the same class, but to another department (ii) the change of an employee from one position to a position in another class with the same pay range, or (iii) the change of an employee from one position to a position in another class with a lower pay range in another department.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.50 Volunteer

A "volunteer" shall mean anyone under the direction and supervision of a County Department Head or designee who performs services on behalf of the County, without promise, expectation or receipt of compensation for services rendered, except for reasonable reimbursement of expenses. Individuals shall be considered volunteers only when their services are offered freely and without pressure or coercion, direct or implied, from the County. Volunteers are not eligible to receive benefits.

(Adopted 11/26/13, Law Enforcement Unit MOU)
(Adopted 02/25/14, Fire Safety Unit MOU)
(Adopted 03/11/14, General, Supervisory and Professional Units MOU)
(Adopted 03/11/14, Probation Officers Safety Unit, as part of GSP)
(Adopted 03/11/14, Confidential Unit Agreement)
(Adopted 03/11/14, Resolution 14-018, Management Unit)
(Adopted 03/11/14, Deputy County Counsels & Assistant County Counsel Agreement)

2.51 Week

A period of seven consecutive days.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.52 Y-Rate

Means a biweekly salary rate for an individual employee which is greater than the established range for his/her class.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

2.53 Yuba-Sutter Area

Means Yuba and Sutter Counties.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

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SECTION 3.0

ADMINISTRATION

3.1 Applicability

The provisions of this Resolution shall apply alike to all departments of the County regardless of the time of creation of the office and the Board of Supervisors.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

3.2 Employment Authority

The head of each department and office shall have the authority to employ the necessary personnel as authorized by the Board, subject to compliance with (i) this Resolution, (ii) any policies and procedures adopted by the Board, (iii) the Resolution Establishing an Affirmative Action Program (Resolution No. 72-126), and (iv) pertinent Federal and State laws and regulations.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

3.3 Administrative Responsibility

The Human Resources Director and the Department Heads shall share joint responsibility to insure conformity to and enforcement of the provisions of this Resolution. Any questions regarding interpretation of the provisions of this Resolution shall be referred to the County Counsel for clarification.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

3.4 Record Keeping

It shall be the mandatory duty of each appointing authority to keep or cause to be kept, accurate records reflecting the application of this Resolution.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

3.5 Equal Employment Opportunity

Equal employment opportunity will be assured in the personnel system and affirmative action provided in its administration. Discrimination against any person in recruitment, examination, appointment, training, promotion, retention, discipline, or other aspect of personnel administration because of political or religious opinions or affiliations or because of race, color, religious creed, age, national origin, ancestry, mental or physical disability (including AIDS or HIV), medical condition (cancer or genetic characteristics/information), marital status, sex, sexual orientation, gender identity, gender expression, military and

veteran status, pregnancy, childbirth and related medical conditions, or other non-merit factors will be prohibited except where a specific age, sex, race, color, religious creed, national origin, ancestry, mental or physical disability (including AIDS or HIV), medical condition (cancer or genetic characteristics/information), sexual orientation, gender identity, gender expression, military and veteran status, pregnancy, childbirth and related medical conditions, or marital status constitutes a bona fide occupational qualification necessary to proper and efficient administration or where security regulations established by the United States or State of California are applicable.

Nothing in this section, however, shall prohibit the appointing authority from refusing to hire or discharging an employee because of physical handicap or medical condition when because of said physical handicap or medical condition, the employee is unable to perform his/her duty or cannot perform such duties in a manner which would not endanger his/her health or safety or the health or safety of others.

Nothing in this section relating to discrimination on account of marital status shall either, 1. affect the right of the appointing authority to reasonably regulate for reasons of supervision, safety, security or morale the working of spouses in the same department, division or facility, or, 2. prohibit bona fide health plans from providing additional or greater benefits to employees with dependents than those employees without or with fewer dependents.

Recruiting publicity will indicate that the County is an equal opportunity/affirmative action employer.

(Amended 02/10/15, General, Supervisory and Professional Units MOU)
(Amended 02/10/15, Probation Officers Safety Unit, as part of GSP)
(Amended 03/10/15, Law Enforcement Unit MOU)
(Amended 02/10/15, Confidential Unit Agreement)
(Amended 02/10/15, Resolution 15-008, Management Unit)
(Amended 02/10/15, Deputy County Counsel & Assistant County Counsel Agreement)
(Amended 03/28/17, Fire Safety Unit MOU)

3.6 Affirmative Action Program

Nothing contained in this Resolution shall be deemed or construed to amend or affect any portion or provision of the Resolution Establishing an Affirmative Action Program (Resolution 72-126), as amended, or the guidelines established by the consent decree in the Federal District Court case of TAKHAR, et al. v. COUNTY OF SUTTER, et al., CIV S 74-203 TJM, but instead this Resolution shall at all times be construed in a manner consistent with that Resolution and that Consent Decree.

(Adopted 09/10/80, Fire Safety Unit MOU)
(Adopted 09/30/80, Confidential Unit MOU)
(Adopted 10/28/80, Law Enforcement Unit MOU)
(Adopted 11/04/80, General, Supervisory and Professional Unit MOU)
(Adopted 11/04/80, Probation Officers Safety Unit, as part of GSP)

(Adopted 11/25/80, Management Unit Agreement)
(Adopted 12/01/80, CAO, Personnel Director & County Counsel Agreement)

3.7 Federal Law

These Rules shall at all times be construed in a manner consistent with the provisions of any pertinent federal law and regulations, including, but not limited to, the Civil Rights Act of 1964, as amended, and the regulations promulgated thereunder.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

3.8 Nepotism Prohibited

No appointing authority shall employ or recommend for employment any near relative or in-law, such as a wife, husband, father, mother, brother, sister, son, or daughter to any position of employment in which the appointing authority has any supervisory authority.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

3.9 Prohibition of Employment of Members of the Same Family in the Same Department or Office - General, Supervisory, Professional, Probation Officers Safety, Fire, Confidential & Management Units, Deputy County Counsels and Asst. County Counsel

The appointing authority for each department may prohibit the employment of any person who is the spouse, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law of another employee within the department's jurisdiction where such employment would create an adverse impact on supervision, safety, security or morale, or involves potential conflicts of interest. If co-employees marry, the department shall make reasonable efforts to reassign job duties so as to minimize problems of supervision, safety, security, or morale.

Any employee who is or has become a relative of another employee within the department's jurisdiction, and the relationship is of the type listed in the foregoing paragraph, must disclose said relationship in writing to the appointing authority. Failure to make such disclosure shall be grounds for disciplinary action.

This section shall not apply to extra help employees working less than ten (10) days in one year. Exceptions to this section may be approved by the Board of Supervisors for reasons of business necessity or good cause.

(Adopted 05/08/84, General, Supervisory and Professional Units MOU)
(Adopted 05/08/84, Probation Officers Safety Unit, as part of GSP)
(Adopted 05/29/84, Fire Unit MOU)
Adopted 07/17/84, Confidential Unit Agreement)
(Adopted 07/17/84, Resolution 84-106, Management Unit)
(Adopted 07/03/84, Deputy County Counsel Agreement)

Deleted 3.10 Prohibition of Employment of Members of the Same Family in the Same Department or Office – Confidential Unit (replaced with 3.9)

Deleted 3.11 Prohibition of Employment of Members of the Same Family in the Same Department or Office - Management Unit, Deputy County Counsels & Assistant County Counsel (replaced with 3.9)

3.12 Prohibition of Employment of Members of the Same Family in the Same Department or Office - Sheriff's Office

The Sutter County Sheriff's Department retains the right to prohibit the employment within the office of the Sheriff-Coroner or in any County department or activity supervised by that office, of any person who is the spouse, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law of another employee within the department's jurisdiction where such employment would create an adverse impact on supervision, safety, security, or morale, or involve potential conflicts of interest. If co-employees marry, the department shall make reasonable efforts to reassign job duties so as to minimize problems of supervision, safety, security, or morale.

Any employee who is or has become a relative of another employee in the office of the Sheriff-Coroner and relationship is of the type listed in the foregoing paragraph, must disclose said relationship to the Sheriff-Coroner. Failure to make such disclosure shall be subject to disciplinary action.

(Adopted 04/24/84, Law Enforcement Unit MOU)

3.13 Prohibition of Appointment to Inappropriate Class

No person shall be appointed to a position if such person fails to meet the minimum qualifications therefor, and, except as otherwise provided herein, no employee shall be assigned to perform the duties of any class other than that to which his or her position is allocated. This section shall not be construed to prevent cross training of employees or other training activities.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

3.14 Political Activities

All appointed officers and employees are subject to the provisions of the California Government Code and the United States Code relating to political activities of county employees.

(Adopted 09/10/80, Fire Safety Unit MOU)
(Adopted 09/30/80, Confidential Unit MOU)
(Adopted 10/28/80, Law Enforcement Unit MOU)

(Adopted 11/04/80, General, Supervisory and Professional Unit MOU)
(Adopted 11/04/80, Probation Officers Safety Unit, as part of GSP)
(Adopted 11/25/80, Management Unit Agreement)
(Adopted 12/01/80, CAO, Personnel Director & County Counsel Agreement)

SECTION 4.0

CLASSIFICATION SYSTEM - BASIC SALARY SCHEDULE

4.1 Classification System - Salary Schedule

With respect to the classification service, there shall be established, by resolution or ordinance, as the case may be, a "Classification System - Basic Salary Schedule" which shall set forth:

(a) A classification of every position which is to be a part of the classified service.

(b) A class title for each class.

(c) A definition of the scope of the duties and responsibility of each class.

(d) The salary range or rate for each class.

(e) The salary for each of the five steps within a particular range.

(f) The hourly equivalent of Step "1" for each salary range.

4.2 Other Compensation/Working Conditions

With respect to other compensation, such as benefits and working conditions, there shall be established, by resolution, a set of rules and procedures governing those programs adopted by the Board.

4.3 Allocation of Positions to Appropriate Classes, Criteria

Every position in the County service shall be allocated to the appropriate class in the Classification System - Basic Salary Schedule. The allocation of positions to a class shall derive from and be determined by the ascertainment of the duties and responsibilities of the position and shall be based on the principle that all positions shall be included in the same class if:

(a) They are sufficiently similar in respect to duties and responsibilities that the same descriptive title may be used.

(b) They demand substantially the same requirements as to education, experience, knowledge, and ability of incumbents.

(c) Substantially the same tests of fitness may be used in choosing qualified appointees.

(d) The same schedule of compensation can be made to apply with equity.

4.4 Allocation of Positions

The number and classification of permanent positions shall be as approved by the Board of Supervisors in the salary code. After the budget is adopted, department heads shall not appoint more persons to a classification at any given time than the salary code provides, except a position may be double-filled for the express purpose of succession planning where an incumbent is leaving or retiring, and his or her replacement needs the benefit of the incumbent's expertise. The double-filling of a position must be approved by the County Administrative Officer, and shall be for a period not to exceed three (3) months.

(Adopted by the Board of Supervisors, Resolution 21-012, 03/23/21)

4.5 Classification Studies

(a) Position studies. The Human Resources Director shall make classification studies of proposed additional or presently authorized positions in the classified service:

(1) When authorization for a new position is indicated.

(2) When directed to do so by the Board.

(3) When the Department Head identifies the need for a new position or a review of an existing position or group of positions in his or her department, with approval of the Board.

(4) When the Human Resources Director and the Department Head identify the need for a review of an existing position or group of positions in a department or group of departments, with approval of the Board. In all such cases, the Human Resources Director may, at any time, request from an appointing authority or Department Head, new statements of the duties and responsibilities of the position or positions under consideration.

(b) Each appointing authority shall promptly notify the Human Resources Director of the requests for new positions and shall report material changes in the duties of any position not included in the job description for the position within ten working days of the commencement of such changes.

4.6 Classification Specifications

The Department Head and/or Human Resources Director may recommend the establishment of additional classes and dividing, combining, altering, or abolishing existing classes. All such proposals developed by the Department Head shall be submitted to the Human Resources Director for review and comments. All such proposals developed by the Human Resources Director

shall be submitted to the Department Head for review and comments. Any classification specification approved by the Board of Supervisors shall include a statement of the minimum qualifications for the class. Such minimum qualifications shall be reasonably related to job performance in the class.

The Director of Human Resources is authorized to revise existing classification specifications in instances that do not involve changes to the classification title or salary. New classifications or changes to existing classification specifications involving classification title or salary shall be adopted by the Board of Supervisors upon the recommendation of the Director of Human Resources, subject to meet and confer with the applicable exclusive representative.

(Amended by the Sutter County Board of Supervisors 01/23/24)

4.7 Hearing on Allocation or Reallocation of Positions

Reasonable opportunity to be heard shall be provided by the Board upon the written request of an employee whose position is recommended for allocation or reallocation in accordance with Section 4.5.

(Adopted by the Sutter County Board of Supervisors 01/27/09)

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SECTION 5.0

RECRUITMENT, EXAMINATION AND SELECTION

5.1 Purpose

This chapter shall establish the County's policy for hiring high-quality, productive employees with the required skills and competencies and who reflect the diversity of our community and the residents we serve, in accordance with merit system principles and state and federal law.

5.2 Principles

The County shall abide by the following principles:

a) Examination and selection shall be based on fair and open competition free of artificial barriers.
b) Selection shall be on the basis of job-related skills, knowledge, demonstrated abilities and quality of performance.
c) No person shall be employed or appointed to County service unless such person meets the minimum education and experience requirements for the position as set forth in the classification specification.
d) No Extra Help appointment shall be made to a classification that is not appropriate for the duties to be performed.
e) At-Will positions are excluded from competitive recruitment and selection rules.

5.3 Recruitment Plan

Upon notification from the appointing authority of a need to recruit candidates to meet department staffing needs, Human Resources, with input from the hiring department, shall determine the recruitment plan for the position.

5.4 Employment Application

Appointments shall be made from persons who have employment applications on file in the Human Resources Department and who have been certified by the Director of Human Resources or his/her designee to meet the minimum qualifications of the particular classification.

5.5 Recruitment Types

The types of recruitments include, but are not limited to:

a) Open-Competitive: Recruitment open to everyone, including County employees and members of the public.
b) County Only: Recruitment open to current County employees including extra help employees, paid and unpaid interns, and laid off employees on a valid re-employment list.
c) Department Only: Recruitment open to current County employees of a specific department including extra help employees, paid and unpaid interns, and laid off employees on a valid re-employment list.

d) Limited Term: Recruitment for a position established for a limited term or funded for a limited term.
e) Extra Help: Recruitment for a position intended to work less than 1,000 hours per fiscal year and be occupied on less than a year-round basis to cover seasonal peak workloads, emergency work loads of limited duration, and other situations involving fluctuating staffing.
f) Continuous: Recruitment for classes in which there is a demonstrated difficulty in sustaining a pool of adequate eligible and available candidates.

5.6 Types of Examinations

The Director of Human Resources or his/her designee shall determine the type of examination(s) to be administered in order to ensure that the examination measures the job-related knowledge, skills and abilities required of an individual upon hire. The types of examinations to be administered depend upon the requirements of the position and the composition of the applicant pool.

5.7 Disqualification from Examination

The Director of Human Resources or his/her designee may disqualify an applicant at any time during the recruitment, testing and selection processes for any of the following reasons:

a) Failure to meet the minimum qualifications for this class.
b) Failure to submit a completed application packet by the final filing date.
c) Cheating or falsification of information.
d) Attempting to interfere with the fair, equitable and orderly conduct of any part of the competitive examination process.
e) Failure to follow instructions of the examination proctor or being disruptive at the examination.
f) Failure to appear for or arriving late to a scheduled examination.
g) Failure to achieve a passing score on any examination.
h) Has a record or reputation in the judgment of the Human Resources Director that warrants such action.

5.8 Examination Scoring

The Director of Human Resources or his/her designee shall determine the procedure for scoring examinations.

5.9 Reconsideration of Examination Score

A candidate may request reconsideration of his or her score on an examination by making a request in writing within five (5) days of receipt of the results of an examination. Should the candidate be unsuccessful in resolving the issue with the Human Resources Analyst, the candidate may appeal to the Human Resources Director. The Human Resources Director shall meet with the candidate and shall review all relevant and available information before making a decision. The decision of the Human Resources Director shall be final. Nothing in this section shall preclude an applicant from exercising his or her rights under the County's Discriminatory Workplace Harassment Policy.

5.10 Transfer of Examination Score

A. An applicant who has taken and passed a written examination may apply the previous test score to a future recruitment under the following conditions:

1) The candidate has submitted a valid application for the current recruitment.
2) The prior written examination score was received within the previous one (1) year period.
3) The written examination to be administered for the current recruitment is identical to the written examination administered for the prior recruitment.
4) The candidate has requested in writing that his or her score be transferred to the new recruitment.

B. The applicant's name shall be placed on the eligible list ranked in descending order of all applicants' final scores.

5.11 Transfer of a T-Score from another Agency

A. An applicant for a law enforcement position that utilizes a standardized state-wide test (Correctional Officer, Probation Officer, Detention Officer, Deputy Sheriff, etc.) may transfer his/her t-score from another public agency under the following conditions:

1) The score was obtained in the past 12 months.
2) The score notice clearly details the name of the exam given (i.e. Adult Correctional Officer).
3) The score notice contains a "t-score".
4) The score notice is on official Agency letterhead, or if the score notice is an email, that the email contains the name and email address/phone number of the Analyst in the other agency to verify the t-score.
5) The candidate has requested in writing that his or her score be transferred to the new recruitment and provides a copy of the score notice.

B. The applicant's name shall be placed on the eligible list ranked in descending order of all applicants' final scores.

5.12 Eligible List

A. An eligible list of qualified candidates shall be created for each examination plan administered, and all appointments to regular County positions shall be made from an eligible list except as provided below. Eligible lists shall be valid for a period of six (6) months and may be extended by the Director of Human Resources or his/her designee upon the request of the hiring department.

B. Candidates who receive a passing final score on the examination shall be placed on an eligible list ranked in descending order of their final scores, including Veteran's Preference Points if applicable.

5.13 Exemptions to Appointments from an Eligible List

A. The following types of appointments to regular County positions are exempt from the requirement to hire from an eligible list:

1) Promotion of an employee to the next highest classification in a series of related classifications (“flexibly staffed” positions).
2) Appointment of an Extra Help or Limited Term employee when the employee was initially hired following a competitive recruitment process.
3) Reinstatement of a former employee within one (1) year following separation, if approved by the appointing authority.
4) Voluntary transfers or demotions to classifications for which the employee meets the minimum qualifications or in which the employee formerly served.
5) Appointments to At-Will positions as set forth by resolution.

B. The requirement for appointment from an eligible list does not apply to a reclassification of an incumbent employee approved by the Board of Supervisors.

5.14 Undersheriff

A. The Undersheriff shall be a limited term position appointed by the Sheriff, exempt from the requirement to be hired from an eligible list. At the end of such limited term appointment, an Undersheriff who was a regular County employee before appointment to the position of Undersheriff, shall be entitled to return to either:

1) The position from which he/she was promoted with the same status, probationary or regular, as appropriate, he/she held at the time of appointment to Undersheriff, or

2) A higher-level position within the Sheriff's Department for which he/she competed and was selected for during his/her limited term appointment as Undersheriff. Such employee shall then have permanent status in that position.

B. At the end of the limited term appointment, the salary shall be determined pursuant to Section 12.2, Salary Upon Demotion. The layoff procedure contained in Section 16, Layoffs, shall apply if the position to which he/she is demoting is filled.

5.15 Chief Probation Officer

The Chief Probation Officer shall be appointed by the Board of Supervisors in accordance with the terms and conditions of the Memorandum of Understanding Between the County of Sutter and the Sutter County Superior Court.

5.16 Status of Appointed Department Heads

The Agricultural Commissioner, County Counsel, and Sealer of Weights and Measures shall serve for terms of office as provided by law. The Chief Probation Officer shall serve at the pleasure of the Board. All other appointed Department Heads shall be "at will" and serve at the pleasure of the County Administrative Officer. Any appointed Department Head terminated by the appointing

authority without cause shall receive at the option of the appointing authority either (1) a minimum of two weeks' notice prior to termination or (2) two weeks' severance pay.

5.17 Certification of Eligible Lists

Upon request from an Appointing Authority, the Director of Human Resources or his/her designee shall certify a minimum of the top three (3) ranks from the eligible list for one (1) vacancy. If more than ten (10) ranks are certified, at least one appointment for the vacancy must be made from candidates in the top ten (10) ranks.

5.18 Order of Certification of Eligible Lists

A. Eligible lists shall be certified in the following order:

1) Department Re-Employment List
2) County Re-Employment List
3) Transfer
4) County/Department Promotion
5) Open, Limited Term or Extra Help – Competitive (Existing List)
6) Open, Limited Term or Extra Help – Competitive (Alternate List)
7) Open, Limited Term or Extra Help – Competitive (New List)

B. This order of certification shall not prevent the Director of Human Resources or his/her designee from certifying multiple eligible lists to a department for consideration in filling a single vacancy in accordance with the Certification of Eligible Lists section of these rules.

5.19 Alternate Certification

Where no eligible list is in existence for a classification, certification may be made from a list created for another classification if the duties of the classification are substantially similar to the duties of the position to be filled.

5.20 Selective Certification

When a position becomes vacant that is assigned special duties, or is required by law to meet certain requirements the Director of Human Resources or his/her designee may determine which applicants on an existing eligible list meet these special requirements and shall certify the names of those individuals in accordance with these rules.

5.21 Continuous Filing Eligible Lists

The Director of Human Resources or his/her designee may continuously add new names to an existing eligible list for a continuous filing recruitment. The names of the new eligible candidates shall be merged with the existing unexpired candidates. Names shall be placed on the merged list in descending order of their scores on the examination(s). Candidates on the list shall retain their eligibility for six (6) months year from the date they were originally placed on the list.

5.22 Merging Eligible Lists

The Director of Human Resources or his/her designee may create a new eligible list following a competitive recruitment for a classification whenever an existing eligible list contains an insufficient number of viable candidates to fill existing and anticipated vacancies with well qualified individuals. The names of the new eligible candidates shall be merged with the existing unexpired list. Names shall be placed on the merged list in descending order of their scores on the examination. Persons whose names are merged to a new eligible list shall retain their eligibility until the date the original list on which they appeared would have expired.

5.23 Removal of Names from Eligible Lists

A candidate may have his or her name removed from an eligible list by the Director of Human Resources for any of the following reasons:

a) Failure to continue to meet the requirements for the position.
b) Decline an invitation to interview two (2) times.
c) Decline an offer of appointment two (2) times.
d) Failure to respond to an invitation to interview.
e) Failure to attend scheduled interview without advance notice.
f) False statements or cheating in the application or examination process.
g) Positive result on a pre-employment drug/alcohol screening.
h) Disability which renders the applicant unable to perform the essential functions of the position.
i) Conviction of any crime which renders the person unsuitable for a position in the classification.
j) Dismissal from prior employment for a cause rendering the applicant unsuitable for a position in the classification.
k) Use or attempted use of political pressure or bribery to secure an advantage in an examination or appointment.
l) HIPAA violation as reported by the Office of the Inspector General if germane to the position sought.
m) Permanent appointment to a position in the class for which the eligible list was established, or for which the list is deemed suitable by the Director.
n) Upon request of an eligible person that his/her name be removed.
o) Any other action of the applicant that renders the applicant unsuitable for employment for any position in the classification upon review and a decision by the Director of Human Resources or his/her designee.

5.24 Reemployment Lists

A. Any person having permanent status in the classified service who is laid off because of temporary or permanent abolishment of his or her position or who is laid off and subsequently accepts a demotion and displacement in lieu of layoff shall have his or her name placed on the reemployment list from which he or she has been laid off.

B. The Human Resources Director shall establish reemployment lists by class and department, listing only those regular employees who are laid off or who displace into another class. A county-wide reemployment list by class, listing only those regular employees who are laid off or who displace into another class, shall also be

established by the Human Resources Director. The county-wide list shall be utilized in a department only when the departmental reemployment list for a particular class has been exhausted in accordance with the provisions of these Rules.

5.25 Department Responsibilities upon Receipt of Certification/Referral List

A. Prior to making a contingent job offer, a department must consider every candidate. "Consider" is defined as having made reasonable attempts to contact and offer an interview to every candidate certified, unless the person was previously interviewed by the department within the past six (6) months for the same classification or a different classification within the class series.

B. The Appointing Authority may only offer employment to an individual on a certification/referral list to the class title for which the certification/referral list was created. Upon appointment of a candidate from a certification/referral list, the Appointing Authority shall promptly return the annotated certification/referral list to Human Resources.

C. In the event there is no suitable candidate for the vacancy after all individuals on the initial referral list were interviewed or offered an interview, the Appointing Authority may request additional ranks be certified, but only after the department has completed and returned the annotated Referral List to Human Resources.

5.26 Background and Reference Checks

Prior to making a contingent job offer, departments are responsible for conducting reference checks which may include but is not limited to, verifying candidate possession of education, certification and/or licensure required for the job, verifying candidate possession of a valid California driver's license if applicable, and checking the Office of Inspector General List of Excluded Individuals if position will have access to client's confidential medical records. Upon notification of the individual selected, Human Resources may elect to conduct additional background investigation deemed appropriate for the position.

5.27 Contingent Job Offer

Following successful completion of background and reference checks, the Appointing Authority is responsible for making a job offer to the candidate before any applicable pre-employment medical examination, drug and alcohol screening, and/or criminal history check is conducted. All job offers made by the hiring department are contingent on successful completion of the pre-employment exams.

5.28 Criminal History Information

A. Electronic fingerprints of all new employees and existing employees where required by state or federal laws, rules and/or regulations shall be live scanned and processed by the Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) if applicable as a condition of County employment. The Director of Human Resources shall be the Records Security Officer and shall adopt procedures for the ensuring the confidentiality and safeguarding of the State Summary Criminal History Information.

B. The Appointing Authority shall be given information from the State Summary Criminal History Information only as authorized by the DOJ.

C. If the applicant or employee for whom the State Summary Criminal History Information is obtained is subsequently hired or cleared, then the State Summary Criminal History Information shall be destroyed within ten (10) working days after receipt. The State Summary Criminal History Information may be retained by the Director of Human Resources only where it contains information that results, in whole or in part, in the disqualification of the applicant from examination or employment. Furthermore, if an applicant or incumbent is disqualified from employment based on the information contained in the State Summary Criminal History, then the Director of Human Resources or his/her designee must provide a copy of the report to the disqualified individual.

D. A person may be excluded from consideration if the class specification specifically includes a job-related prohibition for a certain offense or if federal, state or local statute prohibits the hiring or employment of an individual convicted of a specific offense for a certain job.

E. All other conviction information shall be evaluated on a case-by-case basis, and may include consideration of the following:

1) Type and seriousness of the conviction.
2) Recency of the conviction.
3) Job relatedness of the type of conviction.
4) Evidence of rehabilitation.
5) Mitigating/aggravating circumstances leading to conviction.
6) Extent of supervisioAdopt newn the applicant would receive on the job if selected.

Adopted by the Board of Supervisors, 1/23/2024.

SECTION 6.0

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SECTION 7.0

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SECTION 11.0

SALARY STEP UPON APPOINTMENT AND ANNIVERSARY DATE

11.1 New Employee

Any appointment to a class shall be at the entry step of the range for such class, except as authorized by the Advanced Step Hiring Policy in the Administrative Policies and Procedures Manual.

Additionally, as per an exception that was effective on August 20, 1983, new employees in the classification of Deputy Sheriff who have not completed training in a recognized Peace Officers Academy and have not successfully completed Field Officers Training, shall be paid ten percent (10%) below the entry step of the salary range for such classification until such time as they are certified by the Sheriff's Department as having met all Academy and Field Training Officers requirements. Upon certification, such employees shall move to the entry step for their classification the first day of the new pay period following certification.

(Adopted by the Sutter County Board of Supervisors 01/27/09)

11.2 Appointment at Higher Than First Step

A new or current employee may be appointed at an advanced salary step of two, three, four or five in accordance with the Advanced Step Hiring Policy in the Administrative Policies and Procedures Manual.

(Adopted by the Sutter County Board of Supervisors 11/7/2023)

11.3 Reemployment Following Separation

Any person reentering County employment following separation by reason of discharge, resignation, or rejection during a probationary period shall be considered a new employee. Discharged employees who are reinstated as a result of the appeal process shall not be considered new employees.

(Amended 02/26/08, General, Supervisory and Professional Units MOU)
(Amended 02/26/08, Probation Officers Safety Unit, as part of GSP)
(Amended 08/26/08, Fire Safety Unit MOU)
(Amended 02/26/08, Confidential Unit Agreement)
(Amended 02/26/08, Resolution 08-020, Management Unit)
(Amended 02/26/08, Deputy County Counsels & Assistant County Counsel Agreement)
(Amended 03/23/10, Law Enforcement Unit MOU)

11.4 Return Following Leave Without Pay

Return following leave without pay is not an appointment, but is a continuation of service. Compensation and benefits shall be based on actual service.

(Adopted by the Sutter County Board of Supervisors 01/27/09)

11.5 Reemployment Following Layoff

An employee who has been laid off or displaced under Section 16, Layoffs, and subsequently re-employed in a regular position within a three (3) year period from the date of his or her layoff shall receive the following considerations and benefits:

1. All sick leave credited to the employee's account at time of layoff shall be restored at the time such employee returns to the County, less any sick leave payoff received at the time of layoff.

2. All seniority held upon layoff shall be restored.

3. All prior service shall be credited for the purposes of determining sick leave and vacation earning rates and service awards.

4. The employee shall be placed in the salary range as if the employee had been on a leave of absence without pay.

5. A person who has been laid off and is subsequently re-employed in the classification in which he or she held permanent status at the time of layoff, shall not be required to serve the probationary period if such reemployment occurs within one year from the date of such layoff. The probationary status of the employee shall be as if the employee had been on a leave of absence without pay except that a 26 biweekly pay period (12 months) probation period shall be required if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff or displacement.

(Amended 02/10/15, General, Supervisory and Professional Units MOU)
(Amended 02/10/15, Probation Officers Safety Unit, as part of GSP)
(Amended 02/10/15, Confidential Unit Agreement)
(Amended 02/10/15, Resolution 15-008, Management Unit)
(Amended 02/10/15, Deputy County Counsels and Assistant County Counsel Agreement)
(Amended 03/10/15, Law Enforcement Unit MOU)
(Amended 03/28/17, Fire Safety Unit MOU)

11.6 Salary Anniversary Date

Each employee in the classified service shall have a "salary anniversary date," which shall be the first day of the biweekly pay period, per Section 13.1, Salary Adjustments.

In the event of promotion, reclassification, or leave of absence without pay, an employee's salary anniversary date shall be determined pursuant to procedures set forth in Section 12.

An employee starting in a particular class of position on the first working day of the biweekly pay period shall be deemed to have started on the first day of the biweekly pay period for purposes of this section.

(Amended 02/10/15, General, Supervisory and Professional Units MOU)
(Amended 02/10/15, Probation Officers Safety Unit, as part of GSP)
(Amended 02/10/15, Confidential Unit Agreement)
(Amended 02/10/15, Resolution 15-008, Management Unit)
(Amended 02/10/15, Deputy County Counsels and Assistant County Counsel Agreement)
(Amended 03/10/15, Law Enforcement Unit MOU)
(Amended 03/28/17, Fire Safety Unit MOU)

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SECTION 12.0

SALARY UPON PROMOTION, DEMOTION, TRANSFER, RECLASSIFICATION, OR TEMPORARY ASSIGNMENT

12.1 Promotion

A. A regular employee who is promoted to a position in a class with a higher salary range than the class from which he or she was promoted shall receive a minimum five percent (5%) increase in salary in the new salary range in accordance with the Advanced Step Hiring Policy in the Administrative Policies and Procedures Manual. Changes in salary ranges and/or steps pursuant to this section shall become effective the first day of a biweekly pay period. An employee who is promoted shall receive a new anniversary date. The provisions of section 13 shall be applicable in determining the eligibility of the employee for future step increases within the higher salary range.

(Adopted by the Sutter County Board of Supervisors 11/07/2023)

12.2 Demotion (Not applicable to Department Heads)

A. Demotion for Reason of Unsatisfactory Performance

When a regular or limited term employee is demoted for reason of unsatisfactory performance, to a position in a class having a salary range lower than the class from which he or she was demoted, the employee shall receive the nearest lower biweekly salary in the new salary range as of the date upon which the demotion becomes effective, unless the appointing authority specifically requests in writing a lower monthly salary in the new salary range and the reasons for such request. Changes in salary ranges and/or steps pursuant to this section shall become effective on the first day of a biweekly pay period.

(Amended 08/31/04, General, Supervisory & Professional Units MOU)
(Amended 08/31/04, Probation Officers Safety Unit, as part of GSP)
(Amended 08/26/08, Fire Safety Unit MOU)
(Amended 01/06/04, Resolution 04-002 Management Unit)
(Amended 01/06/04, Confidential Unit Agreement)
(Amended 01/30/07, Law Enforcement Unit MOU)

B. Demotion for Reason Other than Unsatisfactory Performance

When a regular or limited term employee in good standing is demoted to a position in a lower class for reasons other than unsatisfactory performance, the employee shall receive the highest salary in the new range that does not exceed the employee's rate of pay immediately prior to the demotion. Changes in salary ranges and/or

steps pursuant to this section shall become effective on the first day of a biweekly pay period.

(Amended 08/31/04, General, Supervisory & Professional Units MOU)
(Amended 08/26/08, Fire Safety Unit MOU)
(Amended 01/06/04, Resolution 04-002 Management Unit)
(Amended 01/06/04, Deputy County Counsels & Assistant County Counsel Agreement)
(Amended 01/06/04, Confidential Unit Agreement)
(Amended 01/30/07, Law Enforcement Unit MOU)

C. Anniversary Date Upon Demotion:

An employee who is demoted shall have no change in his or her anniversary date, except when such employee was above step 1 on the old range and is demoted to step 1 of the new range. However, if the demotion is for a reason other than unsatisfactory performance and, if such employee would receive his/her next merit increase at an earlier date had his/her anniversary date not changed, he/she shall have no change in his/her anniversary date.

In such instances the employee shall receive a new anniversary date. The provisions of Section 13 shall be applicable in determining the eligibility of the employee for step increases within the lower salary range.

(Adopted 06/27/89, General, Supervisory and Professional Units MOU)
(Adopted 07/18/89, Fire Safety MOU)
(Adopted 07/18/89, Confidential Agreement)
(Adopted 08/01/89, Resolution 89-69, Management Unit)
(Adopted 08/08/89, Deputy County Counsels Agreement)
(Adopted 10/01/91, Law Enforcement MOU)

12.3 Transfer

There shall be no change in the compensation or the salary anniversary date of an employee who is transferred from one position to another in the same class or to a position in a class having the same salary range. If an employee transfers from one position to a position in a class in another department having a lower salary range, the employee shall receive the nearest lower biweekly salary in the new salary range as of the date upon which the transfer becomes effective. Changes in salary ranges and/or steps pursuant to this section shall become effective on the first day of a biweekly pay period.

Such employee shall have no change in his or her anniversary date, except when he or she was above step 1 on the old range and is demoted to step 1 on the new range. However, if such employee would receive his/her next merit increase at an earlier date had his/her anniversary date not changed, he/she shall have no change in his/her anniversary date.

In such instances the employee shall receive a new anniversary date.

(Amended 08/31/04, General, Supervisory & Professional Units MOU)
(Amended 08/31/04, Probation Officers Safety Unit, as part of GSP)
(Amended 01/06/04, Resolution 04-002 Management Unit)
(Amended 01/06/04, Deputy County Counsels & Asst. County Counsel Agreement)
(Amended 01/06/04, Confidential Unit Agreement)
(Amended 01/30/07, Law Enforcement Unit MOU)
(Amended 08/26/08, Fire Safety Unit MOU)

12.4 Return to Former Class

Whenever an employee is returned to his or her former class following promotion, transfer, demotion, or assignment as a temporary employee, the employee shall receive that step of the range which he or she would have received had he or she never left the former class. Changes in salary ranges and/or steps pursuant to this section shall become effective on the first day of a biweekly pay period, except that whenever an employee is returned to his or her former class following a temporary promotion assignment, the change in salary range and/or step shall become effective on the actual date the employee is returned to his or her former class.

The employee's anniversary date for step advancement shall not be changed, that is, as it originally was in the former class, and the employee shall be eligible for increases subject to these Rules as if such employee never left the former class.

(Amended 08/31/04, General, Supervisory & Professional Units MOU)
(Amended 08/31/04, Probation Officers Safety Unit, as part of GSP)
(Amended 01/06/04, Resolution 04-002 Management Unit)
(Amended 01/06/04, Deputy County Counsels & Assistant County Counsel Agreement)
(Amended 01/06/04, Confidential Unit Agreement)
(Amended 01/30/07, Law Enforcement Unit MOU)
(Amended 08/26/08, Fire Safety Unit MOU)

12.5 Reclassification

The salary of the incumbent in a position which is reclassified shall be determined as follows:

(a) If the position is reclassified to a class in the same salary range, the salary and salary anniversary date of the employee shall not change.

(b) If the position is reclassified to a class with a higher salary range, the employee shall receive a minimum five percent (5%) salary increase on the new salary range in accordance with the Advanced Step Hiring Policy in the Administrative Policies and Procedures Manual. Such employee shall receive a new anniversary date.

No position shall be reclassified to a class with a higher salary range if the employee filling the position does not meet the minimum qualifications of the proposed reclassified position.

(c) If the position is reclassified to a class with a lower salary range, the salary of the employee shall not change unless such salary is greater than the maximum of the salary range of the new class, in which case the salary of the employee shall be reduced to the maximum salary for the new classification, unless the Board of Supervisors approves a "Y rate." The employee's salary anniversary date shall not change.

Changes in salary ranges and/or steps pursuant to this section shall become effective on the first day of a biweekly pay period.

(Adopted by the Sutter County Board of Supervisors 11/7/2023)

12.6 Temporary Promotions (Not applicable to Department Heads)

General, Supervisory, Professional, Probation Officers Safety, Confidential, Management and Law Enforcement Units, Deputy County Counsels and Assistant County Counsel

A regular employee may be temporarily assigned by the Department Head or his/her designated representative to the duties and responsibilities of a position in a class having a higher salary range when the incumbent of such position is absent or when there is no incumbent for such position. If a regular employee is temporarily assigned to a position in a class with a higher salary range, he/she shall be eligible to receive an increase in pay in accordance with the provisions of Section 12.1 after two complete biweekly pay periods if the incumbent is absent due to being on vacation. If the incumbent is absent due to any reason other than vacation, the employee shall be eligible to receive an increase in pay in accordance with the provisions of Section 12.1 after one complete biweekly pay period in a higher class. When there is no incumbent for such position, the employee shall be eligible to receive an increase in pay in accordance with the provisions of Section 12.1 on the date of appointment if the date of appointment is the first day of a pay period but no later than the first day of the next pay period.

Employees whose job description includes the performance of the duties of a higher level position during the temporary absence of the incumbent shall not be eligible for an increase in pay.

Thereafter, if such temporary employee meets the minimum qualifications for the position to which he or she is temporarily assigned, the temporary assignment shall be treated as a promotion, and the salary of such temporary employee shall be determined in accordance with this section. Upon termination of such assignment, such employee shall be restored to the position from which he or she was assigned and at the salary and step which such employee is entitled to receive at the date of such restoration. Such temporary assignment shall not affect an employee's anniversary date. Employees on temporary promotion who

are also eligible for a merit increase in their permanent job classification shall be eligible for the merit increase while on temporary promotion and their temporary promotional pay adjusted to reflect the merit increase, if granted.

In the event an employee on a temporary promotion receives a regular promotion to the position without any lapse in time between the temporary promotion and regular promotion, such time, beginning when said employee received an increase in pay as described above, shall count as time of service for purposes of merit advancement in the higher salary range.

(Adopted 06/29/93, General, Supervisory and Professional Units MOU)
(Adopted 06/29/93, Probation Officers Safety Unit, as part of GSP)
(Adopted 06/29/93, Resolution 93-73 Management Unit)
(Adopted 07/06/93, Resolution 93-102 Deputy County Counsel & Asst. County Counsel)
(Adopted 07/06/93, Resolution 93-103 and Confidential Unit Agreement)
(Adopted 07/27/93, Law Enforcement Unit MOU)

Fire Safety Unit

A regular employee may be temporarily assigned by the Fire Chief or his/her designated representative to the duties and responsibilities of a position in a class having a higher salary range when the incumbent of such position is absent or when there is no incumbent for such position. If a regular employee is temporarily assigned to a position in a class with a higher salary range, he/she shall be eligible to receive an increase in pay in accordance with the provisions of Section 12.1 at the start of the first full pay period after completion of the fourth (4^{th}) consecutive shift.

Employees whose job description includes the performance of the duties of a higher-level position during the temporary absence of the incumbent shall not be eligible for an increase in pay.

Thereafter, if such temporary employee meets the minimum qualifications for the position to which he or she is temporarily assigned, the temporary assignment shall be treated as a promotion, and the salary of such temporary employee shall be determined in accordance with this section. Upon termination of such assignment, such employee shall be restored to the position from which he or she was assigned and at the salary and step which such employee is entitled to receive at the date of such restoration. Such temporary assignment shall not affect an employee's anniversary date. Employees on temporary promotion who are also eligible for a merit increase in their permanent job classification shall be eligible for the merit increase while on temporary promotion and their temporary promotional pay adjusted to reflect the merit increase, if granted.

In the event an employee on a temporary promotion receives a regular promotion to the position without any lapse in time between the temporary promotion and regular promotion, such time, beginning when said employee received an increase in pay as

described above, shall count as time of service for purposes of merit advancement in the higher salary range.

(Amended 02/12/19, Fire Safety MOU)

12.7 Salary When Adjustment Occurs on Salary Anniversary Date

Whenever, on his or her salary anniversary date, an employee is promoted, receives a range change, or his or her position is reclassified to a class with a higher salary range, the employee may first receive any within-range increases to which the employee is entitled, and then receive the higher step in the new salary range as provided in this Section.

(Adopted by the Sutter County Board of Supervisors 01/27/09)

12.8 Military Service

The rights and privileges of employees returning from military service shall be governed by the provisions contained in the California State Military and Veterans Code.

(Adopted 09/10/80, Fire Safety Unit MOU)
(Adopted 09/30/80, Confidential Unit MOU)
(Adopted 10/28/80, Law Enforcement Unit MOU)
(Adopted 11/04/80, General, Supervisory and Professional Units MOU)
(Adopted 11/04/80, Probation Officers Safety Unit, as part of GSP)
(Adopted 11/25/80, Management Unit Agreement)
(Adopted 12/01/80 County Administrator, Personnel Director & Co. Counsel Agreement)

12.9 Y-Rates

Whenever, without fault or inability on the part of an employee, such employee would suffer an actual decrease in salary as a result of action taken by the County, the Board may adopt a Y-Rate to apply to the employee so affected. An employee whose compensation has been established at a Y-Rate shall not receive any cost-of-living adjustments and shall remain at the Y-Rate until the step of the range established for his or her class exceeds the corresponding Y-Rate step. Changes in salary ranges and/or steps pursuant to this section shall become effective on the first day of a biweekly pay period.

(Amended 08/31/04, General, Supervisory & Professional Units MOU)
(Amended 08/31/04, Probation Officers Safety Unit, as part of GSP)
(Amended 08/26/08, Fire Safety Unit MOU)
(Amended 01/06/04, Resolution 04-002 Management Unit)
(Amended 01/06/04, Deputy County Counsels & Asst. County Counsel Agreement)
(Amended 01/06/04, Confidential Unit Agreement)
(Amended 01/30/07, Law Enforcement Unit MOU)

12.10 Board Authority to Specify Salary

Notwithstanding anything in this Resolution to the contrary, the Board may specify that the incumbent of a particular position or any person to occupy a particular position shall occupy a step on the salary range for that class either higher or lower than that provided elsewhere in this Resolution. Changes in salary ranges and/or steps pursuant to this section shall become effective on the first day of a biweekly pay period.

(Amended 08/31/04, General, Supervisory & Professional Units MOU)
(Amended 08/31/04, Probation Officers Safety Unit, as part of GSP)
(Amended 08/26/08, Fire Safety Unit MOU)
(Amended 01/06/04, Resolution 04-002 Management Unit)
(Amended 01/06/04, Deputy County Counsels & Asst. County Counsel Agreement)
(Amended 01/06/04, Confidential Unit Agreement)
(Amended 01/30/07, Law Enforcement Unit MOU)

12.11 Change in Range Allocation

The salary of an employee in a position in a class which is reallocated to a new salary range shall be adjusted to the corresponding step of the new range. Changes in salary ranges and/or steps pursuant to this section shall become effective on the first day of a biweekly pay period. The salary anniversary date of the employee shall not change.

(Amended 08/31/04, General, Supervisory & Professional Units MOU)
(Amended 08/31/04, Probation Officers Safety Unit, as part of GSP)
(Amended 08/26/08, Fire Safety Unit MOU)
(Amended 01/06/04, Resolution 04-002 Management Unit)
(Amended 01/06/04, Deputy County Counsels & Asst. County Counsel Agreement)
(Amended 01/06/04, Confidential Unit Agreement)
(Amended 01/30/07, Law Enforcement Unit MOU)

Deleted 12.12 Effective Dates – Fire Safety Unit

(Amended 08/26/08, Fire Safety Unit MOU)

12.13 Designation and Compensation of Acting County Officers

When one of the County Officers identified in section 24000 of the California Government Code, other than the Sheriff, vacates the office or is unable to discharge the duties of that office by reason of incapacity, the assistant, chief deputy, or deputy of such officer, as the case may be, next in authority to such county officer in office at the time of the vacancy or incapacity, shall discharge the duties of that office under the authority granted by California Government Code section 24105. In the event that the vacancy occurs in the office of sheriff, the duties of such office shall be discharged by the undersheriff, or if that position is vacant, by the assistant sheriff, or if that position is also vacant, by the chief deputy next in line of authority.

While discharging those duties, the individual shall be the Acting county officer and shall receive, in addition to their regular salary, Acting Pay in an amount equal to ten (10%) percent of their regular salary. Said additional compensation shall begin on the first day following the date upon which the county officer vacates the position or on the first day following the date upon which the incumbent is unable to discharge the duties of that office by reason of incapacity and shall continue until such time as an interim or permanent appointment is made or the incumbent is again able to discharge the duties of that office.

For the purposes of this section, the term “incapacity” shall mean a physical or mental condition which prevents the county officer from discharging the duties of the office or an affirmative action by the Board of Supervisors which prevents the county officer from discharging the duties of the office.

(Amended 03/28/17, Resolution 17-026 Management Unit)
(Adopted 03/28/17, Deputy County Counsels & Asst. County Counsel Agreement)

SECTION 13.0

MERIT INCREASES WITHIN SALARY RANGE

13.1 Salary Adjustments

The following standards shall govern with regard to salary adjustments:

A. General, Supervisory, Professional, Probation, and Confidential Units, and Management Unit - Excluding Law Management and Fire Management Employees

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

Any regular employee who has been on step five (5) of a salary range for a minimum of fifty two (52) biweekly pay periods shall be eligible for step six (6), a five percent (5%) salary increase above step five (5).

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

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

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

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

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

Longevity Pay

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

A regular employee who has completed fifteen full years of continuous County service (390 biweekly pay periods) shall be eligible for an additional premium pay of two and one-half percent (2.5%) above their base hourly wage at their current salary step for a total of five percent (5.0%) of longevity premium pay.

Longevity pay shall be reported to CalPERS as special compensation.

(Amended 08/09/22, General, Supervisory and Professional Units MOU)
(Amended 05/09/23, Confidential Unit)
(Amended 05/09/23, Deputy County Counsels & Assistant County Counsel)
(Amended 05/09/23, Management Unit)
(Amended 07/22/25, Probation Officers Safety Unit MOU)

B. Management Unit – Law Management and Fire Management Only

Law Management Employees

A regular employee shall receive a merit salary increase to step two (2) of his or her salary range on the first day of the biweekly pay period following twenty-six (26) pay periods of continuous service in the first step. For purposes of merit advancement above step two (2), all employees shall serve a minimum amount of time at each salary level before becoming eligible to progress to the next step as follows: a minimum of twenty-six (26) biweekly pay periods service in step two (2) before becoming eligible for advancement to step three (3); a minimum of twenty-six (26) biweekly pay periods service at step three (3) before becoming eligible for advance to step four (4); a minimum of twenty-six (26) biweekly pay periods service at step four (4) before becoming eligible for advancement to step five (5); a minimum of fifty-two (52) biweekly pay periods (2 years) service at step five (5) before becoming eligible for advancement to step six (6); a minimum of fifty-two (52) biweekly pay periods (2 years) service at step six (6) before becoming eligible for advancement to step seven (7); and a minimum of fifty-two (52) biweekly pay periods (2 years) service at step seven (7) before becoming eligible for advancement to step eight (8).
Effective March 26, 2022, merit steps 9-11 shall be eliminated.

Fire Management Employees

A regular employee shall receive a merit salary increase to step two (2) of his or her salary range on the first day of the biweekly pay period following twenty-six (26) pay periods of continuous service in the first step. For purposes of merit advancement above step two (2), all employees shall serve a minimum amount of time at each salary level before becoming eligible to progress to the next step as follows: a minimum of twenty-six (26) biweekly pay periods service in step two (2) before becoming eligible for advancement to step three (3); a minimum of twenty-six (26) biweekly pay periods service at step three (3) before becoming eligible for advance to step four (4); a minimum of twenty-six (26) biweekly pay periods service at step four (4) before becoming eligible for advancement to step five (5); a minimum of one hundred four (104) biweekly pay periods (4 years) service at step five (5) before becoming eligible for advancement to step six (6); a minimum of fifty-two (52) biweekly pay periods (2 years) service at step six (6) before becoming eligible for advancement to step seven (7); and a minimum of fifty-two (52) biweekly pay periods (2 years) service at step seven (7) before becoming eligible for advancement to step eight (8).

Effective March 26, 2022, merit steps 9-11 shall be eliminated.

Longevity Pay –Law Management and Fire Management Employees

A regular employee who has completed five full years of continuous County service (130 biweekly pay periods) shall be eligible for an additional premium pay of two and one-half percent (2.5%) above their base hourly wage at their current salary step for a total of two and one-half percent (2.5%) of longevity premium pay.

A regular employee who has completed ten full years of continuous County service (260 biweekly pay periods) shall be eligible for an additional premium pay of two and one-half percent (2.5%) above their base hourly wage at their current salary step for a total of five percent (5%) of longevity premium pay.

A regular employee who has completed fifteen full years of continuous County service (390 biweekly pay periods) shall be eligible for an additional premium pay of two and one-half percent (2.5%) above their base hourly wage at their current salary step for a total of seven and one-half percent (7.5%) of longevity premium pay.

A regular employee who has completed twenty full years of continuous County service (520 biweekly pay periods) shall be eligible for an additional premium pay of two and one-half percent (2.5%) above their base hourly wage at their current salary step for a total of ten percent (10%) of longevity premium pay.

Longevity pay shall be reported to CalPERS as special compensation.

(Amended 09/13/22 by the Board of Supervisors)
(Amended 05/09/23, Management Unit)

13.2 Procedure for Merit Increases

A. Confidential and Management Units, Deputy County Counsels and Assistant County Counsel

An employee shall not receive a merit increase in salary and shall not be advanced to the next higher step of such employee's salary range unless said employee's service is satisfactory. The appointing authority shall notify the Human Resources Director in writing on forms provided by the Human Resources Director that the employee shall be advanced in salary or not advanced fifteen calendar days before the employee's anniversary date. The Human Resources Director shall notify the County Auditor in writing of such actions, and such notification shall constitute authorization for the Auditor to make payment in the correct amount.

(Adopted by the Sutter County Board of Supervisors 01/27/09)

B. Law Enforcement and Fire Safety Units

An employee shall not receive a merit increase in salary and shall not be advanced to the next higher step of such employee's salary range unless said employee's service is satisfactory, as evidenced by a current Overall performance evaluation of Meets Expectations or better. The appointing authority shall notify the Human Resources Director in writing on forms provided by the Human Resources Director that the employee shall be advanced in salary or not advanced fifteen calendar days before the employee's anniversary date. The Human Resources Director shall notify the County Auditor in writing of such actions, and such notification shall constitute authorization for the Auditor to make payment in the correct amount.

(Adopted 11/09/10 Law Enforcement Unit MOU)
(Adopted 01/04/11, Fire Safety Unit MOU)

C. Procedure for Merit Increases - General, Supervisory, Professional, and Probation Officers Safety Units

An employee shall not receive a merit increase in salary and shall not be advanced to the next higher step of such employee's salary range unless said employee's service is satisfactory. The appointing authority shall notify the Human Resources Director in writing on forms provided by the Human Resources Director that the employee shall be advanced in salary or not advanced fifteen calendar days before the employee's anniversary date. The Human Resources Director shall notify the County Auditor in writing of such actions, and such notification shall constitute authorization for the Auditor to make payment in the correct amount.

(Amended 05/09/17, General, Supervisory and Professional Units MOU)
(Amended 05/09/17, Probation Officers Safety Unit, as part of GSP)

13.3 Procedure for Delay or Denial of Merit Increase (Not applicable to Department Heads)

Merit increases are not intended to be automatic but rather are intended to be a reward for satisfactory performance on the job. A merit increase shall not be granted to any employee unless he or she receives at least a satisfactory rating on the evaluation report required by Section 17.1. If the department head wishes to delay or deny a merit step increase, he or she must provide written notice to the affected employee specifying the reasons for the denial at least fifteen (15) days before the employee's anniversary date. Any employee who may have his or her merit increase delayed or denied should be put on notice as soon as possible. The written notice should also specify what is expected of the affected employee in order to bring his or her performance to a satisfactory level. If a merit increase is withheld, second consideration may be given at four (4) biweekly pay period and six (6) biweekly pay period intervals thereafter, but no later than thirteen (13) biweekly pay periods from the date such merit increase is due until the employee receives the merit increase or terminates. Probationary employees may have their probation status extended for a maximum of six (6) biweekly pay periods, as provided in Section 14.4. An employee who has had his or her merit advancement delayed, upon receipt of the delayed merit increase, shall be given a new anniversary date pursuant to Section 13.1, Salary Adjustments.

If an anniversary date is missed due to an error, a merit increase shall not be automatic. The employee shall notify the appointing authority in writing of the error and an evaluation shall be made within fourteen (14) calendar days from the date of such notice. If the employee's performance is satisfactory, the employee's merit will be retroactive to the anniversary date.

(Amended 02/01/00, Confidential Unit Agreement)
(Amended 02/01/00, Resolution 2000-06, Management Unit)
(Amended 02/01/00, Deputy County Counsels and Assistant County Counsel Agreement)
(Amended 01/09/01, Fire Safety Unit MOU)
(Amended 01/08/02, Law Enforcement Unit MOU)
(Amended 05/09/17, General, Supervisory and Professional Units MOU)
(Amended 05/09/17, Probation Officers Safety Unit, as part of GSP)

13.4 Postponement of Anniversary Date

The granting of any leave of absence without pay exceeding seven (7) calendar days shall cause the employee's salary anniversary date to be postponed a number of pay periods equal to the nearest whole number of pay periods for which the leave was taken. All such calculations shall be based on the number of calendar days of such leave. Any employee whose salary anniversary date is postponed pursuant to this section shall assume a new salary anniversary date, which shall be the date to which his or her previous salary anniversary date has been postponed.

(Adopted by the Sutter County Board of Supervisors 01/27/09)

13.5 Delay or Reversal of a Merit Increase for Purposes of Disciplinary Action

Notwithstanding the above, the appointing authority may delay the next merit increase of an employee or reverse a merit increase of an employee for disciplinary reasons. The delay or reversal of a merit increase for disciplinary reasons shall be for a minimum of one (1) pay period with a maximum of twenty-six (26) pay periods and the affected employee shall receive a new anniversary date effective the first day of the biweekly pay period following the period of delay or reversal of the merit increase.

(Adopted 06/17/86, Fire Safety Unit MOU)
(Adopted 07/08/86, Confidential Unit Agreement)
(Adopted 07/08/86, Resolution No. 86-99, Management Unit)
(Adopted 07/08/86, Deputy County Counsels Agreement)
(Adopted 08/30/88, Law Enforcement Unit MOU)
(Amended 05/09/17, General, Supervisory and Professional Units MOU)
(Amended 05/09/17, Probation Officers Safety Unit, as part of GSP)

SECTION 14.0

PROBATIONARY PERIODS

14.1 Probationary Period

A. General, Supervisory, Professional, Probation Officers Safety, Confidential, and Management Units, Deputy County Counsels and assistant County Counsel

Persons entering County service, by appointment to a permanent position in the classified service, shall serve a probationary period of twenty-six (26) biweekly pay periods, such period to run from the first day of the pay period following the date of employment, or in the event the date of employment is on the first working day of the pay period, then from that date. Probationary periods may be extended by the appointing authority for an additional period not to exceed six biweekly pay periods, subject to prior written notice to the Human Resources Director.

(Adopted 06/27/89, General, Supervisory and Professional Units MOU)
(Adopted 06/27/89, Probation Officers Safety Unit, as part of GSP)
(Adopted 08/01/89, Resolution No. 89-69, Management Unit)
(Adopted 08/08/89, Deputy County Counsels Agreement)
(Amended 11/21/00, Confidential Unit Agreement)

B. Fire Safety Unit

Persons entering County service, by appointment to a permanent position in the classified service, shall serve a probationary period of twenty-six (26) biweekly pay periods. Probationary periods may be extended by the appointing authority for an additional period not to exceed six biweekly pay periods, subject to prior written notice to the Human Resources Director.

(Amended 03/28/17, Fire Safety Unit MOU)

C. Law Enforcement Unit

Persons entering County service, by appointment to a permanent position in the classified service, shall serve a probationary period of forty (40) biweekly pay periods. Probationary periods may be extended by the appointing authority for an additional period not to exceed six biweekly pay periods, subject to prior written notice to the Human Resources Director.

(Amended 03/10/15, Law Enforcement Unit MOU)

14.2 Probationary Period Upon Promotion (Not applicable to Department Heads)

An employee with permanent status who is promoted to a position in a classification having a higher salary range shall serve a probationary period of twenty-six (26) biweekly pay periods before attaining permanent status in that position.

(Amended 08/31/04 General, Supervisory & Professional Units MOU)
(Amended 08/31/04, Probation Officers Safety Unit, as part of GSP)
(Amended 01/08/02 Law Enforcement Unit MOU)
(Amended 03/28/17, Fire Safety Unit MOU)
(Amended 11/21/00, Confidential Unit Agreement)
(Amended 11/21/00, Resolution 2000-088, Management Unit)
(Amended 11/21/00, Deputy County Counsels & Assistant County Counsel Agreement)

14.3 Failure to Achieve Permanent Status After Promotion

A. General, Supervisory, Professional, Probation Officers Safety, and Confidential Units

If the employee is not recommended for permanent status in that position, he/she shall be entitled to return to the position from which he/she was promoted, provided that he/she held permanent status in that position. The layoff procedure contained in Section 16 shall apply if the position from which the employee was promoted is filled. However, if the employee was not accorded permanent status for any reason other than the inability to perform the duties of the new position and he/she is not restored to his/her previously held position, he/she shall be afforded the right of appeal in accordance with Section 18 of these rules.

(Adopted 06/27/89, General, Supervisory and Professional Units MOU)
(Adopted 06/27/89, Probation Officers Safety Unit, as part of GSP)
(Adopted 07/18/89, Confidential Unit Agreement)

B. Law Enforcement, Fire Safety and Management Units, Deputy County Counsels

If the employee is not recommended for permanent status in that position, he/she shall be entitled to return to the position from which he/she was promoted, provided that he/she held permanent status in that position. The layoff procedure contained in Section 16 shall apply if the position from which the employee was promoted is filled. However, if the employee was not accorded permanent status for any reason other than the inability to perform the duties of the new position, he or she shall not be entitled to be restored to the position from which he or she was promoted.

(Adopted by the Sutter County Board of Supervisors 01/27/09)

14.4 Probationary Period/Acquisition of Permanent Status

A probationary employee acquires permanent status upon completion of the probationary period. In the event the appointing authority wishes to extend an employee's probationary period, he/she may do so upon the filing of a statement with the Human Resources Director that the reason for the extension is that the employee has failed to satisfactorily complete his/her probationary period. The appointing authority may extend the probationary period up to a maximum of six (6) biweekly pay periods. A copy of such statement shall be given to the employee. At the expiration of the extended six (6) pay periods the probationary employee will either be released for failure to satisfactorily complete the probationary period or the appointing authority submits a satisfactory performance evaluation to the Human Resources Director. Such employee shall not be entitled to a merit increase in salary unless such employee receives a satisfactory performance evaluation and such employee has successfully completed probation.

(Adopted 05/26/87, General, Supervisory and Professional Units MOU)
(Adopted 05/26/87, Probation Officers Safety Unit, as part of GSP)
(Adopted 06/23/87, Deputy County Counsels Agreement)
(Adopted 06/30/87, Fire Safety Unit MOU)
(Adopted 08/30/88, Law Enforcement Unit MOU)
(Adopted 06/30/87, Confidential Unit Agreement)
(Adopted 06/30/87, Resolution 87-91, Management Unit)

14.5 Separation During Probationary Period

A probationary employee may be separated from County service at any time during the probation period without the right of appeal, but the privilege of appeal may be requested of the Board. The Board shall be under no obligation to grant an appeal requested by an employee who is separated from County service during his or her probationary period. If the Board of Supervisors grants such an appeal, it shall be heard in the manner specified in Section 18. A statement in writing of the reasons for not according permanent status shall be made by the appointing authority and given to the employee. A copy of such statement shall be sent to the Human Resources Department.

(Adopted by the Sutter County Board of Supervisors 01/27/09)

14.6 Reemployment: Conditions When Probationary Period Not Required (Not applicable to Department Heads)

A person who has been laid off and is subsequently re-employed in the classification in which he or she held permanent status at the time of layoff, shall not be required to serve the probationary period if such reemployment occurs with one year from the date of such layoff. Notwithstanding any other provision of these Rules, an employee discharged during the probationary period from a position in a classification to which the employee has been promoted shall be restored to the position from which the employee was promoted provided the primary reason for the discharge was the employee's inability to perform the

duties of the new position. Such employee shall not be required to serve a probationary period in his or her original position unless such employee was on probation at the time of promotion. If such employee was on probation at the time he/she was promoted, such employee shall be required to serve the remainder of his/her probationary period in effect at the time of such promotion.

(Adopted 05/26/87, General, Supervisory and Professional Units MOU)
(Adopted 05/26/87, Probation Officers Safety Unit, as part of GSP)
(Adopted 06/23/87, Deputy County Counsels Agreement)
(Adopted 06/30/87, Fire Safety Unit MOU)
(Adopted 06/30/87, Confidential Unit Agreement)
(Adopted 06/30/87, Resolution 87-91, Management Unit)
(Adopted 08/30/88, Law Enforcement Unit MOU)

SECTION 15.0

TRANSFERS

15.1 Transfers Within Offices or Departments

The appointing authority may make transfers of employees from one position in his/her office or department to another position in his/her office or department provided the positions are in the same salary range and the employee possesses the minimum qualifications for the position to which he or she is transferred. If the transfer is to a different classification, such transfer must have the written consent of the affected employee.

15.2 Interdepartmental Transfers

No employee shall be transferred to a position in another office or department unless prior to the transfer:

(a) The two positions have similar minimum qualifications and duties, and the affected employee possess the minimum qualifications for the position to which he or she is being transferred.

(b) The positions, if not in the same class, are in the same salary range; provided that an employee may accept a transfer to a position in a lower salary range.

(c) The appointing authorities of the two offices or departments have approved the transfer in writing.

(d) The employee has approved the transfer in writing.

(e) The Human Resources Director has received and approved for compliance with the rules and regulations a copy of the written documents required in (c) and (d) above.

(Adopted 05/26/87, General, Supervisory and Professional Units MOU)
(Adopted 05/26/87, Probation Officers Safety Unit, as part of GSP)
(Adopted 06/23/87, Deputy County Counsels Agreement)
(Adopted 06/30/87, Fire Safety Unit MOU)
(Adopted 06/30/87, Confidential Unit Agreement)
(Adopted 06/30/87, Resolution 87-91, Management Unit)
(Adopted 08/30/88, Law Enforcement Unit MOU)

15.3 Temporary Transfers

The appointing authority may temporarily transfer a regular employee to a regularly authorized position in a class having a higher salary range when the incumbent in such position is absent or when there is no incumbent for such position. Such temporary

transfer shall not exceed a period of ninety (90) days unless a longer period is specifically authorized by the Board. The salary of the employee during the period of such temporary transfer shall be determined in accordance with Section 12.6 of these Rules.

(Adopted by the Sutter County Board of Supervisors 01/27/09)

Temporary Transfers - Law Enforcement Unit

The appointing authority may temporarily transfer a regular employee to a regularly authorized position in a class having a higher salary range when the incumbent in such position is absent or when there is no incumbent for such position. Such temporary transfer shall not exceed a period of six (6) months unless a longer period is specifically authorized by the Board. The salary of the employee during the period of such temporary transfer shall be determined in accordance with Section 12.6 of these Rules.

(Adopted 10/01/91, Law Enforcement Unit MOU)

15.4 Interdepartmental Transfers in Lieu of Layoff

Notwithstanding the provisions of subsection 15.2 to the contrary, the Board of Supervisors, in the event of significant layoffs, may direct the Human Resources Director to find alternative County positions to which the employee facing layoff can transfer, provided he or she meets the requirements of the vacant position and the needs of the department, and the County's Consent Decree is complied with. This provision is not intended to provide for promotions to vacant positions without the appropriate recruitment.

If the transfer is to a position in the same class the employee shall not be required to serve a probation period. Should the transfer be to a position in a different class the employee shall serve a twelve (12) month probation.

If the employee is rejected during his/her probation the employee shall be returned to his/her former position unless it has been eliminated or abolished.

(Amended 02/10/15, General, Supervisory and Professional Units MOU)
(Amended 02/10/15, Probation Officers Safety Unit, as part of GSP)
(Amended 02/10/15, Confidential Unit Agreement)
(Amended 02/10/15, Deputy County Counsels & Assistant County Counsel Agreement)
(Amended 03/10/15, Law Enforcement Unit MOU)
(Amended 03/28/17, Fire Safety Unit MOU)

SECTION 16.0

LAYOFFS

16.1 Layoffs

The appointing authority may lay off employees pursuant to this Section (1) whenever it becomes necessary because of lack of work or funds, or (2) whenever it is deemed advisable in the interests of economy or other causes to reduce the force in a department or office.

(Adopted 06/13/78, Resolution No. 78-84)

Deleted 16.2 State Merit System

16.3 Order of Layoffs

General, Supervisory, Professional, Probation Officers Safety, Confidential and Management Units and Deputy County Counsels and Assistant County Counsel

Persons shall be laid off in the following order:

(a) Layoff shall be by department and class within the department except as otherwise noted herein.

(b) All extra help, temporary, limited term, and seasonal employees in the same department or office and within the same class shall be laid off before any regular employee is laid off.

(c) When it becomes necessary to reduce the force in any department, layoff of regular employees shall be in the reverse order in which their names appear on the Layoff List for the affected class, as prepared by the Human Resources Director, with those persons having the least seniority being first laid off.

(d) A designated position which requires special or unique knowledge or skills critical to the operation of County business, including bilingual skills, which is in the same class as other positions within a department or office, may be exempted from the provisions in this section when recommended by the appointing authority, approved by the County Administrator, and approved by the recognized employee organization which represents the employees specifically affected by any such exemptions. Such approval by the recognized employee organization shall not be unreasonably withheld.

(Amended 03/11/14, General, Supervisory and Professional Units MOU)
(Amended 03/11/14, Probation Officers Safety Unit, as part of GSP)

(Amended 03/11/14, Confidential Unit Agreement)
(Amended 03/11/14, Resolution 14-018, Management Unit)
(Amended 03/11/14, Deputy County Counsels & Assistant County Counsel Agreement)

Fire Safety Unit

Persons shall be laid off in the following order:

(a) Layoff shall be by department and class within the department except as otherwise noted herein.

(b) All extra help, temporary, limited term, seasonal, provisional, and CETA employees in the same department or office and within the same class shall be laid off before any regular employee is laid off.

(c) When it becomes necessary to reduce the force in any department, layoff of regular employees shall be in the reverse order in which their names appear on the Layoff List for the affected class, as prepared by the Human Resources Director, with those persons having the least seniority being first laid off.

(d) A designated position which requires special or unique knowledge or skills critical to the operation of County business, including bilingual skills, which is in the same class as other positions within a department or office, may be exempted from the provisions in this section when recommended by the appointing authority, approved by the County Administrator, and approved by the recognized employee organization which represents the employees specifically affected by any such exemptions. Such approval by the recognized employee organization shall not be unreasonably withheld.

(Adopted 09/10/80, Fire Safety Unit MOU)

16.4 Layoff List Computation

General, Supervisory, Professional, Probation Officers Safety, Confidential and Management Units and Deputy County Counsels and Assistant County Counsel

A. When it becomes necessary to reduce the force in any department or office by layoff of regular employees, seniority shall govern unless the employee's overall work performance has been less than satisfactory as documented on the employee's last two (2) scheduled performance evaluation reports at least one year apart. In such instances the appointing authority may lay off such individuals without regard to seniority.

(Amended 03/11/14, General, Supervisory and Professional Units MOU)
(Amended 03/11/14, Probation Officers Safety Unit, as part of GSP)
(Amended 03/11/14, Confidential Unit Agreement)
(Amended 03/11/14, Resolution 14-018, Management Unit)
(Amended 03/11/14, Deputy County Counsels & Assistant County Counsel Agreement)

Fire Safety Unit

When it becomes necessary to reduce the force in any department or office by layoff of regular employees, seniority shall govern unless the employee's work performance has been less than satisfactory as documented on the employee's last regularly scheduled performance evaluation report. In such instances the appointing authority may lay off such individuals without regard to seniority.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

B. Layoff Seniority – General, Supervisory and Professional Units

For regular employees hired before December 6, 1997, seniority shall be measured from such employee's initial appointment to Sutter County service and shall include total cumulative regular hours worked as an extra help, temporary, limited term, or regular employee, but shall not include any period during which such employee was (1) on leave without pay, or (2) not actually in County employment because of his or her voluntary termination, layoff, or other cause. For employees hired on or after December 6, 1997, extra help hours shall not be included for seniority credit for purpose of layoff or any other benefits.

(Amended 03/11/14, General, Supervisory and Professional Units MOU)

Layoff Seniority – Management Unit

For regular employees hired before December 20, 1997, seniority shall be measured from such employee's initial appointment to Sutter County service and shall include total cumulative regular hours worked as an extra help, temporary, limited term, or regular employee, but shall not include any period during which such employee was (1) on leave without pay, or (2) not actually in County employment because of his or her voluntary termination, layoff, or other cause. For employees hired on or after January 3, 1998, extra help hours shall not be included for seniority credit for purpose of layoff or any other benefits.

(Amended 03/11/14, Resolution 14-018, Management Unit)

Layoff Seniority – Management Law

For regular employees seniority for purposes of layoff shall first be measured from the employee’s date of promotion to his/her current job classification and shall be for total cumulative regular hours worked as a regular employee in that classification, but shall not include any period during which the employee was (1) on a leave without pay, or (2) not actually in County employment because of his or her voluntary termination, layoff, or other cause, and then by seniority with the County.

After layoff by date of promotion, seniority for purposes of layoff shall next be measured by seniority with the County. For regular employees hired before

January 2, 1999, seniority with the County shall be measured from such employee's initial appointment to Sutter County service and shall include total cumulative regular hours worked as an extra help, PRN, temporary limited term, provisional or regular employee, but shall not include any period during which such employee was (1) on leave without pay, or (2) not actually in County employment because of his or her voluntary termination, layoff, or other cause. For employees hired on or after January 2, 1999, extra help hours shall not be included for seniority credit for purpose of layoff or any other benefits.

(Amended 01/08/02, Resolution 02-003, Management Unit)

Layoff Seniority – Confidential Unit, Deputy County Counsels and Assistant County Counsel

For regular employees hired before January 3, 1998, seniority shall be measured from such employee's initial appointment to Sutter County service and shall include total cumulative regular hours worked as an extra help, temporary, limited term, or regular employee, but shall not include any period during which such employee was (1) on leave without pay, or (2) not actually in County employment because of his or her voluntary termination, layoff, or other cause. For employees hired on or after January 3, 1998, extra help hours shall not be included for seniority credit for purpose of layoff or any other benefits.

(Amended 03/11/14, Confidential Unit Agreement)
(Amended 03/11/14, Deputy County Counsels & Assistant County Counsel Agreement)

Layoff Seniority – Fire Safety Unit

For regular employees hired before January 3, 1998, seniority shall be measured from such employee's initial appointment to Sutter County service and shall include total cumulative regular hours worked as an extra help, PRN, temporary limited term, provisional or regular employee, but shall not include any period during which such employee was (1) on leave without pay, or (2) not actually in County employment because of his or her voluntary termination, layoff, or other cause. For employees hired on or after January 3, 1998, extra help hours shall not be included for seniority credit for purpose of layoff or any other benefits.

(Adopted 01/13/98 Fire Safety Unit MOU)

C. Tie Breaking

When two or more employees in the same department and same class have the same total seniority, the tie shall be broken by lot.

D. Employees Transitioned To County Service From City of Live Oak/Fire Safety Unit

Fire Safety employees transitioned from the City of Live Oak to the County of Sutter and who have been continuously employed with the County of Sutter since the contract of fire services with the City of Live Oak on December 1, 1975, shall have their seniority, for purposes of layoff only, computed to include such employees regular continuous service with the City of Live Oak.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

16.5 Displacing in a Lower Class

General, Supervisory, Professional, Probation Officers Safety, Fire Safety, Confidential and Management Units, Deputy County Counsels and Assistant County Counsel

An employee affected by layoff may at his or her discretion, displace an employee in the same department at the next lower class in the series, or in succeeding lower classes in the series, or in a position in which the employee has held permanent status, who has less seniority. Seniority computations for displacement purposes are made as determined for the original layoff. Section 12.2 of these Rules shall apply to all employees who elect to displace in a lower class. To be considered for demotion and displacement in lieu of layoff, an employee must notify the Human Resources Department in writing of this election no later than seven (7) calendar days after receiving notice of layoff.

As of January 1, 2014, the Principal Planner, currently a Management classification, is not considered part of the Planner Series of classifications for the purpose of displacing within that series.

(Adopted 6/13/78, Resolution No. 78-84)
(Amended 03/11/14, General, Supervisory and Professional Units MOU)
(Amended 03/11/14, Probation Officers Safety Unit, as part of GSP)

16.6 Notice of Layoff

A. General, Supervisory, Professional, Probation Officers Safety, Confidential and Management Units, Deputy County Counsels and Assistant County Counsel

Regular employees shall be notified of layoff thirty (30) calendar days prior to the effective date of layoff. All other employees, except extra help employees, may be laid off on 48 hours' notice. Extra help employees may be laid off at any time. An employee who is to be laid off may elect to accept such layoff prior to the effective date thereof. Such notice of layoff for regular employees shall include:

(a) Reason for layoff.

(b) Regulations pertaining to demotion and displacement in a lower class in lieu of layoff.

(c) Effective date of the action.

(d) Conditions governing retention on and reinstatement from reemployment lists.

(e) Rules regarding waiver of reinstatement and voluntary withdrawal from the reemployment list.

(f) Seniority listing for layoff purposes.

(Amended 03/11/14, General, Supervisory and Professional Units MOU)
(Amended 03/11/14, Probation Officers Safety Unit, as part of GSP)
(Amended 03/11/14, Confidential Unit Agreement)
(Amended 03/11/14, Resolution 14-018, Management Unit)
(Amended 03/11/14, Deputy County Counsels & Assistant County Counsel Agreement)

B. Fire Safety Unit

Regular and probationary employees in the Fire Safety Unit shall be notified of layoff forty-five (45) calendar days prior to the effective date of layoff. An employee who is to be laid off may elect to accept such layoff prior to the effective date thereof. Such notice of layoff for regular employees shall include:

(a) Reason for layoff.

(b) Regulations pertaining to demotion and displacement in a lower class in lieu of layoff.

(c) Effective date of the action.

(d) Conditions governing retention on and reinstatement from reemployment lists.

(e) Rules regarding waiver of reinstatement and voluntary withdrawal from the reemployment list.

(f) Seniority listing for layoff purposes.

Subsection 16.6, B, shall terminate effective June 21, 1986.

(Adopted 7/2/85, Fire Safety Unit MOU)

16.7 Waiver of Reinstatement

An eligible whose name appears on a layoff reemployment list shall have his/her name removed from the eligible list when he/she indicates no interest to three offers of employment. An eligible shall be removed from the reemployment list and his/her

employment rights terminated, however, if he/she fails to reply in writing to an offer or reemployment within seven calendar days after receipt of the offer or, after accepting a job offer, fails to report to work.

An eligible's name shall be placed on an inactive reemployment list upon his/her written request to the Human Resources Director. An eligible's name may be restored to the active reemployment list upon his/her written request to the Human Resources Director.

(Adopted 6/13/78, Resolution No. 78-84)

<u>General, Supervisory, Professional, Probation Officers Safety, Confidential and Management Units, Deputy County Counsels and Assistant County Counsel</u>

An eligible whose name appears on a layoff reemployment list shall have his/her name removed from the eligible list when he/she indicates no interest to three offers of employment. An eligible shall be removed from the reemployment list and his/her employment rights terminated, however, if he/she fails to reply in writing to an offer or reemployment within fourteen (14) calendar days after receipt of the offer or, after accepting a job offer, fails to report to work.

An eligible's name shall be placed on an inactive reemployment list upon his/her written request to the Human Resources Director. An eligible's name may be restored to the active reemployment list upon his/her written request to the Human Resources Director.

(Amended 03/11/14, General, Supervisory and Professional Units MOU)
(Amended 03/11/14, Probation Officers Safety Unit, as part of GSP)
(Amended 03/11/14, Confidential Unit Agreement)
(Amended 03/11/14, Resolution 14-018, Management Unit)
(Amended 03/11/14, Deputy County Counsels & Assistant County Counsel Agreement)

SECTION 17.0

EMPLOYEE PERFORMANCE EVALUATION REPORTS

17.1 Requirement for Employee Performance Evaluation Reports

A. General, Supervisory, Professional, Confidential, and Management Units (Not applicable to Department Heads)

All regular employees of the County shall have their work performance evaluated on an annual basis, no less than fifteen (15) calendar days before the employee's anniversary date or on the month and date of the employee's adjusted date of hire each year. For purposes of this Section, Section 13.2 and Section 16.4(a), submission of a Payroll/Personnel transaction granting a merit increase and signed by the department head and the employee shall be considered a satisfactory work performance evaluation. A copy of the employee performance report signed by the department head and the employee shall be submitted with the transaction. Department heads shall have the option of completing evaluation reports at more frequent intervals than designated in this section and Section 17.2. A copy of all completed evaluation reports should be submitted to Human Resources .

Performance evaluation comments that indicate poor performance should be specific as to the event(s) to the extent practical. Employees may attach comments to their performance evaluation report for inclusion into the personnel file.

(Amended 09/09/25, General, Supervisory and Professional Units MOU)
(Amended 09/09/25, Confidential Unit)
(Amended 09/09/25, Management Unit)

B. Probation Officers Safety Unit

All regular employees of the County shall have their work performance evaluated on an annual basis, no less than fifteen (15) calendar days before the employee's anniversary date or on the month and date of the employee's adjusted date of hire each year. For purposes of this Section, Section 13.2 and Section 16.4(a), submission of a Payroll/Personnel transaction granting a merit increase and signed by the department head and the employee shall be considered a satisfactory work performance evaluation. A copy of the employee performance report signed by the department head and the employee shall be submitted with the transaction. Department heads shall have the option of completing evaluation reports at more frequent intervals than designated in this section and Section 17.2. A copy of all completed evaluation reports should be submitted to Human Resources.

Performance evaluation comments that indicate poor performance should be specific as to the event(s) to the extent practical. Employees may attach comments to their performance evaluation report for inclusion into the personnel file.

Employees will be provided succession planning/personal and professional growth opportunities at all evaluations.

(Amended 07/22/25, Probation Officers Safety Unit MOU)

C. Law Enforcement Unit

All regular employees of the County shall have their work performance evaluated on an annual basis, no less than fifteen (15) calendar days before the employee's anniversary date or on the month and date of the employee's adjusted date of hire each year for those employees on step 5 or the longevity step. For purposes of this Section, Section 13.2 and Section 16.4(a), submission of a Payroll/Personnel Form granting a merit increase and signed by the department head and the employee shall be considered a satisfactory work performance evaluation. A copy of the employee performance report signed by the department head and the employee shall be sent to the Human Resources Department. Department heads shall have the option of completing evaluation reports at more frequent intervals than designated in this section and Section 17.2. A copy of all completed evaluation reports should be submitted to the Human Resources Director.

Performance evaluation comments that indicate poor performance should be specific as to the event(s) to the extent practical. Employees may attach comments to their performance evaluation report for inclusion into the personnel file.

(Amended 1/31/07 Law Enforcement Unit MOU)

D. Fire Safety Unit

All regular employees of the County shall have their work performance evaluated on an annual basis, no less than fifteen (15) calendar days before the employee's anniversary date or on the month and date of the employee's adjusted date of hire each year for those employees on step 5 or the longevity step. For purposes of this Section, Section 13.2 and Section 16.4(a), submission of a Payroll/Personnel Form granting a merit increase and signed by the department head and the employee shall be considered a satisfactory work performance evaluation. A copy of the employee performance report signed by the department head and the employee shall be sent to the Human Resources Department. Department heads shall have the option of completing evaluation reports at more frequent intervals than designated in this section and Section 17.2. A copy of all completed evaluation reports should be submitted to the Human Resources Director.

(Amended 01/06/04, Fire Safety Unit MOU)

E. Department Head Annual Evaluations

Department Heads designated below shall have their work performance evaluated annually no less than fifteen (15) calendar days before the employee's anniversary date or on the month and date of the employee's adjusted date of hire each year for those employees on step 5 or the longevity step. The County Administrative Officer shall evaluate the work performance of all such Department Heads. The results of such evaluations shall be forwarded to the Board of Supervisors. The subject annual evaluation shall be used in determining what salary increases, if any, will be received by said Department Heads at their salary anniversary date in accordance with the established step plan.

Notwithstanding the provisions of Sections 13 and 17 of Sutter County Resolution Number 77-121, designated Department Heads shall not receive any such salary increase within a range unless said Department Head's performance is meritorious. This provision shall be effective for the designated Department Heads subsequent to the date of execution of this agreement by County.

Agricultural Commissioner-Director of Weights & Measures
Chief Probation Officer
Director of Development Services
Director of Health and Human Services
Director of Library Services
General Services Director
Museum Director/Curator

(Amended 01/06/04, Resolution 04-002 Management Unit; revised 03/18/25)

17.2 Evaluation Reports - Probationary Employees

Employee Performance Evaluation Reports on probationary employees shall be completed at the end of the sixth month of service and not less than 15 days prior to the scheduled end of the probationary period.

(Amended 07/22/25, Probation Officers Safety Unit MOU)
(Amended 09/09/25, General, Supervisory and Professional Units MOU)
(Amended 09/09/25, Confidential Unit)
(Amended 09/09/25, Management Unit)

SECTION 18.0

DISCHARGE, DISMISSAL, SUSPENSION, REPRIMAND, REDUCTION IN RANK, AND RIGHT OF APPEAL

See page 12 for GENERAL, SUPERVISORY, AND PROFESSIONAL UNITS

See page 19 for PROBATION OFFICERS SAFETY UNIT

18.1 Regular Employee

Confidential and Management Units, Deputy County Counsels and Assistant County Counsel

Any regular employee, which term does not include elected officials and appointed department heads, may be reprimanded, suspended, demoted, dismissed or have his/her merit increase delayed or reversed pursuant to Section 13.5, by the appropriate appointing authority in the manner specified in this Section. 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 Department Head.

(Adopted 07/08/86, Confidential Unit Agreement)
(Adopted 07/08/86, Resolution 86-99, Management)
(Adopted 07/08/86, Deputy County Counsels Agreement)

18.2 Right to Respond to Charges Prior to Disciplinary Action

A. Confidential and Management Units, Deputy County Counsels and Assistant County Counsel

At least five calendar days prior to the effective date of a "significant disciplinary action" against an employee with regular status, the appointing authority shall give written notice of such disciplinary action to the employee personally, or by registered mail. 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 acts or omissions on which the disciplinary action is based.

c. A statement advising the person of the right to respond, either verbally or in writing, to the authority proposing the action prior to its effective date.

d. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request.

e. A statement advising the person of the right to appeal to the Board of Supervisors and the time within which the appeal must be made. Prior to taking such significant disciplinary action, the appointing authority shall discuss such action with the Human Resources Director and submit a copy of the written notice to the County Counsel to review for legal sufficiency. A copy of the written notice shall be filed in the employee's official personnel record.

(Amended 02/10/15, Confidential Unit Agreement)
(Amended 02/10/15, Resolution 15-008, Management Unit)
(Amended 02/10/15, Deputy County Counsels & Assistant County Counsel Agreement)

18.3 Removal From Work Site Prior to Written Notice - Conditions

Confidential and Management Units, Deputy County Counsels and Assistant County Counsel

Under unusual circumstances, an employee may be removed from the work place prior to receiving the five days written notice specified in Section 18.2. 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 suspended until the notification process is complete and a decision reached regarding the potential disciplinary action.

(Amended 03/11/14, Confidential Unit Agreement)
(Amended 03/11/14, Resolution 14-018, Management Unit)
(Amended 03/11/14, Deputy County Counsels & Assistant County Counsel Agreement)

18.4 Suspension

Confidential and Management Units, Deputy County Counsels and Asst. County Counsel

A suspension imposed by an appointing authority shall not exceed two (2) biweekly pay periods (28 calendar days). All suspensions shall be without pay, except that an employee may be suspended with pay if the suspension occurs prior to a decision by the Department Head regarding disciplinary action.

(Adopted by the Sutter County Board of Supervisors 01/27/09)

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 authorized 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.

(Amended 11/06/18, Confidential Unit Agreement)
(Amended 11/06/18, Deputy County Counsels & Assistant County Counsel Agreement)
(Amended 12/12/18, Probation Officers Safety Unit MOU)
(Amended 04/09/19, Resolution 19-026, Management Unit)

18.6 Right of Appeal

A. Management Unit

Any regular employee, other than a probationary employee, who is suspended for more than five (5) days, demoted, or dismissed, may appeal from the written notice of disciplinary action by filing a notice of appeal with the County Human Resources Director within seven (7) calendar days after service on such employee of the written notice of disciplinary action as herein above provided. Within fourteen (14) calendar days from the date of service of said notice upon the employee, such employee or his/her authorized representative shall file with the Human Resources Director and Department Head an answer in writing to the charges set forth in the written notice of disciplinary action unless this requirement is waived by mutual agreement of the parties. The Human Resources Director shall review said notice, notice of appeal, and answer and shall then discuss the disciplinary action and appeal with the employee and/or his or her representative and the appointing authority in order to determine if a hearing is necessary. In the event an agreement regarding disposition of the matter cannot be reached within ten (10) calendar days after filing of the answer to the charges, the Human Resources Director shall notify the employee and/or his/her personal representative by mail and place the matter on the agenda for Board action at the Board's next regular meeting occurring after six (6) calendar days from such mailing. The Board of Supervisors at said meeting shall decide: 1. To conduct the hearing itself, or 2. To hire a Hearing Officer to conduct the appeal. In the event the Board of Supervisors chooses to hear the appeal, the hearing of said appeal shall be scheduled within twenty (20) calendar days unless extended by mutual agreement of the parties. In the event the Board directs the Human Resources Director to arrange for the assignment of a Hearing Officer to conduct the appeal, the appeal shall be scheduled at the first date for which a Hearing Officer is available to hear the evidence. The Clerk of the Board

shall notify the interested parties of the time and place of the hearing at least seven (7) calendar days prior thereto. A probationary employee shall have no right to appeal any dismissal action but may be granted the privilege of appeal as set forth in Section 14.5, Separation During Probationary Period.

(Amended 02/10/15, Resolution 15-008, Management Unit)

B. Confidential Unit

1. Any regular employee, other than a probationary employee, who is suspended, demoted, or dismissed, may appeal from the written notice of disciplinary action by filing a notice of appeal with the County Human Resources Director no later than 5:00 p.m. on the seventh (7th) calendar day after service on such employee of the written notice of disciplinary action as herein above provided.

2. No later than 5:00 p.m. on the fourteenth (14th) calendar day from the date of service of said notice upon the employee, such employee or his/her authorized representative shall file with the Human Resources Director and Department Head an answer in writing to the charges set forth in the written notice of disciplinary action unless this requirement is waived by mutual agreement of the parties. The Human Resources Director shall review said notice, notice of appeal, and answer and shall have ten (10) calendar days within which to then discuss the disciplinary action and appeal with the employee and/or his or her representative and the appointing authority in order to determine if a hearing is necessary, and to notify the employee of such determination.

3. Employee shall have until 5:00 p.m. on the tenth (10th) calendar day following service of the Human Resources Director's notice to make a formal, written request for advisory arbitration. Failure to make a timely, written request for arbitration shall constitute a waiver of the employee's right to advisory arbitration. Within ten (10) calendar days after receipt of the formal, written request for advisory arbitration, the Human Resources Director shall request a list of seven arbiters from the State Mediation and Conciliation Service or American Arbitration Association. Within five (5) days following receipt of the list of arbiters, the parties shall meet to select the arbiter. 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.

4. Where practicable, the date for a hearing shall not be less than ten (10) calendar days, nor more than thirty (30) calendar days, from the date of the selection of the arbiter. The parties may stipulate to a longer period of time in which to hear the appeal.

5. The Clerk of the Board shall duly notify the interested parties of the time and place of the hearing at least seven (7) calendar days prior thereto. A probationary employee shall have no right to appeal any dismissal action but may be granted the privilege of appeal as set forth in Section 14.5, Separation During Probationary Period.

(Amended 03/11/14, Confidential Unit Agreement)

18.7 Hearing

A. Confidential Units

All hearings shall be public except when the parties stipulate otherwise. The hearing 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.

(Adopted 07/30/81, Confidential Units)

B. Management Unit

1. The hearing of the appeal may be by the full Board of Supervisors or by a hearing officer who is a duly certified Administrative Law Judge in the employ of the California State Office of Administrative Hearings. In the event the Office of Administrative Hearings cannot provide an Administrative Law Judge to preside over the hearing within thirty (30) days from the date of the appeal, the Board may obtain a list of five hearing officers submitted by the American Arbitration Association and a hearing officer may be selected from said list by alternately striking names until one name remains. As between the employee and the County, the party to strike the first name shall be selected by lot. The employee shall be entitled to appear personally, produce evidence and have counsel at said hearing. The appointing authority may also be represented by the County Counsel or a Board appointed attorney. The hearing shall be conducted in accordance with Government Code Section 11513.

2. The discovery rights and procedures set forth in Government Code Section 11507.6 shall be the exclusive method of discovery for any hearing conducted under this section. Any portions of said section which have no application to the hearing subject of this section, including references to initial administrative pleadings and other pleadings, shall be of no force or effect but also shall not in any way detract from the balance of said section.

All requests for discovery pursuant to this section shall be made at least ten (10) days prior to the scheduled hearing and replies thereto shall be required within twenty (20) days of the request or three (3) days of the hearing, whichever first occurs.

Subpoenas and subpoenas duces tecum shall be authorized as provided by Government Code Section 11510. Judicial remedies as provided in Government Code Section 11507.7 and contempt proceedings as provided in Government Code Section 11525 shall be accorded to the parties in these proceedings.

3. All hearings shall be held in executive session pursuant to Government Code Section 54957, unless the employee requests a public hearing.

(Adopted 11/25/80, Management Unit Agreement)
(Adopted 12/01/80, CAO, Personnel Director and County Counsel Agreement)

18.8 Findings

A. Management Unit

In the event an Administrative Law Judge or Hearing Officer is assigned to conduct the hearing, said Administrative Law Judge or Hearing Officer shall have the authority to issue subpoenas, receive evidence, to administer oaths, to rule on questions of law and the admissibility of evidence, and to prepare a record of the proceeding, to prepare recommended findings, conclusions and decision and to submit such findings, conclusions and decision to the Board of Supervisors for review. The Clerk of the Board shall forthwith mail a copy of the Administrative Law Judge's or Hearing Officer's decision to the employee and/or his/her personal representative and shall place the matter on the agenda for Board action at its next regularly scheduled meeting occurring after seven (7) calendar days from such mailing. The Board of Supervisors after receiving the Administrative Law Judge's or Hearing Officer's recommended findings, conclusions and decision may adopt said recommended findings, conclusions and decision. The Board, in adopting the Administrative Law Judge's or Hearing Officer's recommended findings, conclusions and decision, may impose a lesser discipline based upon the findings, conclusions and decision presented to the Board. Notice must be given of the Board's decision to the department head, employee and Human Resources Director within seven (7) days after the Board's decision. The Board may reject the Administrative Law Judge's or Hearing Officer's decision and, in that event, may:

1. Sustain the action of the appointing authority.

2. Negate the action of the appointing authority and reinstate the employee without prejudice or less of compensation and order that the employee be restored to his/her position.

3. Impose any disciplinary action which it judges to be appropriate, based on the factual evidence presented except that such recommended disciplinary action shall not exceed the appealed punishment. Before the Board can impose a penalty greater than the action recommended by the Administrative Law Judge or Hearing Officer, it must first read and review the entire record of the administrative hearing, including a transcript of said proceeding, or a synopsis prepared by the Office of County Counsel. In the event the transcript or synopsis is ordered by the Board for their review, the date for said review may be extended for a period not to exceed thirty (30) days to allow for preparation of the transcript or the synopsis. In the case of a synopsis prepared by the Office of County Counsel, the employee or his/her designated representative shall, upon request, be provided with a copy of said synopsis and shall be afforded ten (10) calendar days within which to comment thereon. Said comments shall be submitted to the Board of Supervisors for their consideration along with the subject synopsis. Any transcript ordered by the Board shall be prepared at County expense. An employee or his/her representative may request a copy of the transcript for the Board's review and any such transcript so ordered by the employee shall be prepared at the employee's expense. Notice must be given of the Board's decision in this matter to the Department Head and Human Resources Director within seven (7) days after the Board's decision.

(Adopted 11/25/80, Management Unit Agreement)
(Adopted 12/01/80, CAO, Personnel Director and County Counsel Agreement)

B. Confidential Unit

1. The arbiter shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) working days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefor. The opinion shall set forth findings of fact and conclusions of law. The opinion shall be advisory only.

2. 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.

3. The arbiter's opinion shall be filed with the Human Resources Director, the charged employee, and the Clerk of the Board of Supervisors, 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.

4. If within thirty (30) days of receipt by the parties of the arbiter's decision, either party to the action files a written appeal with the Board of Supervisors,

a copy of such appeal to be served concurrently upon the opposing party, the Board of Supervisors will review the transcript of the proceeding, and shall, based upon such review, adopt, amend, modify, or reject the findings of fact, conclusions of law, and/or opinion of the arbiter. 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.

If neither party files such appeal within the above thirty (30) 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.

5. Each party shall bear equally the cost of facilities, fees and expenses of the arbiter and court reporter, including transcripts. Each party shall bear its own witness and attorney fees.

6. The Human Resources Director shall execute the decision of the Board within ten (10) business days of the decision.

   In the case of suspension, demotion or dismissal prescribed by the Board, the time of such suspension, demotion or dismissal shall be effective from the first day after such delivery of said decision or shall relate back to and be effective as of the date the employee was suspended from duty pending hearing before and decision by the Board, whichever is applicable.

   If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then based hourly rate.

7. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this section.

(Amended 03/11/14, Confidential Unit Agreement)

18.9 Board's Decision is Final

A. Management Unit

In all hearings whether conducted by a Hearing Officer, Administrative Law Judge or the Board of Supervisors, the decision of the Board shall be deemed final for purposes of review on the date it is made.

(Adopted 11/25/80, Management Unit Agreement)
(Adopted 12/01/80, CAO, Personnel Director and County Counsel Agreement)

18.10 Hearings Conducted by the Board of Supervisors

In all cases where the Board of Supervisors hears the evidence, the Board shall make a finding as to whether the employee was suspended, demoted or dismissed for reasonable cause and make a determination as to the appropriate disposition of the case. The Board shall make one of the following determinations, which shall be binding on all parties:

a. Sustain the action of the appointing authority.

b. Negate the action of the appointing authority and reinstate the employee without prejudice or loss of compensation and order that the employee be restored to his/her position.

c. Impose any disciplinary action which it judges to be appropriate, based on the factual evidence presented except that such recommended disciplinary action shall not exceed the appealed punishment. In those cases where the Board of Supervisors conducts the hearing, the decision of the Board together with supporting findings and conclusions shall be prepared by County Counsel and forwarded to the Clerk of the Board within thirty (30) days. The findings and decision must be announced publicly by the Board at the next regular meeting after completion of the written findings and decision and subsequently forwarded to the affected Department Head, the employee and the Human Resources Director.

(Adopted 09/30/80, Confidential Unit MOU)
(Adopted 11/25/80, Management Unit Agreement)
(Adopted 12/01/80, CAO, Personnel Director and County Counsel Agreement)

18.11 Judicial Review

Any decision of the Board of Supervisors may be reviewed pursuant to Code of Civil Procedure Section 1094.5 provided the petition for the writ of mandamus is filed within the time limit specified in Code of Civil Procedure Section 1094.6.

(Adopted 09/30/80, Confidential Unit MOU)
(Adopted 11/25/80, Management Unit Agreement)
(Adopted 12/01/80, CAO, Personnel Director and County Counsel Agreement)

18.12 Deleted – Disability/Fire Safety Unit

18.13 Deadlines that Fall on a Non-Business Day

For purposes of this section, if a deadline falls on a holiday or weekend day, the due date shall be extended to 5:00 p.m. of the next business day when Human Resources is open.

(Amended 03/11/14, Confidential Unit Agreement)
(Amended 03/11/14, Resolution 14-018, Management Unit)
(Amended 03/11/14, Deputy County Counsels & Assistant County Counsel Agreement)

SECTION 18.0

DISCIPLINARY ACTION

GENERAL, SUPERVISORY, AND PROFESSIONAL UNITS ONLY

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. 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.

(Amended 08/09/22, General, Supervisory and Professional Units MOU)

SECTION 18.0

DISCIPLINARY ACTION

PROBATION OFFICERS SAFETY UNIT ONLY

This section is subject to the Peace Officers Bill of Rights (POBOR).

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. Probation Officers Safety Unit

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. Probation Officers Safety Unit

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. Probation Officers Safety Unit

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. Probation Officers Safety Unit

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.

(Amended 11/17/20, Probation Officers Safety Unit MOU)

SECTION 19.0

PROHIBITED ACTIVITIES

19.1 General Policy

No employee of Sutter County shall engage in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties as a County officer or employee or with the duties, functions, or responsibilities of the appointing authority or Sutter County.

19.2 Prohibitions

General, Supervisory, Professional, Confidential and Management Units, Deputy County Counsels & Assistant County Counsel

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.

(Amended 11/17/20, Confidential Unit Agreement)
(Amended 11/17/20, Resolution 20-061, Management Unit)
(Amended 11/17/20, Deputy County Counsels & Assistant County Counsel Agreement)
(Amended 3/23/21, General, Supervisory, and Professional Units MOU)

Probation Officers Safety Unit

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.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

19.3 Disciplinary Action

Any employee who receives compensation or other consideration for an act prohibited by this Section shall be subject to the disciplinary actions and have the appeal rights as outlined under Section 18 of this Division.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

SECTION 20.0

GRIEVANCE PROCEDURES

20.1 Purpose

The purposes and objectives of the Grievance Procedure are to:

(A) Assure fair and equitable treatment of all employees and promote harmonious relations among employees, supervisors and management.

(B) Afford employees a written and simple means of obtaining consideration of their grievances by informal means at the department head level and review of the Department Head's decisions.

(C) Resolve grievances as quickly as possible and correct, if possible, the causes of grievances, thereby reducing the number of grievances and future similar complaints.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

20.2 Discussion of Request or Complaint

Any employee who believes that he or she has a justifiable request or complaint shall discuss the request or complaint with his or her immediate supervisor in an attempt to settle the matter as simply and informally as possible.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

20.3 Grievance Definition – General, Supervisory, Professional, Probation Officers Safety, Management, and Confidential Units, Deputy County Counsels and Assistant County Counsel

A. A "grievance" is the subject of a written request or complaint which has not been settled as a result of the discussions required by Section 20.2, initiated by an employee, concerning the interpretation and/or application of a specific term of provision of an applicable memorandum of understanding regarding wages, hours and other terms and conditions of employment over which the appointing authority has control. A grievance must specify the relief sought, which relief must be within the power of the appointing authority to grant in whole or in part.

A grievance, nonetheless, shall not include the following:

1. a performance evaluation which is rated satisfactory or above;

2. a position classification issue;

3. an appeal for a dismissal, suspension or demotion, or any other form of discipline, including a letter of reprimand;

4. a change in title, job classification or salary;

5. any matter which would require the exercise of legislative power, such as the adoption or amendment of an ordinance, rule, regulation or policy established by the Board of Supervisors; or

6. a matter which concerns an employee who has, since filing the grievance, submitted a letter of resignation or otherwise voluntarily terminated his/her employment with the County.

(Adopted 12/02/97, General, Supervisory and Professional Units MOU)
(Adopted 12/02/97, Probation Officers Safety Unit, as part of GSP)
(Adopted 12/09/97, Resolution 97-91 Management Unit)
(Adopted 12/23/97, Confidential Unit Agreement)
(Adopted 12/23/97, Deputy County Counsels & Assistant County Counsel Agreement)

20.4 Special Provisions of the Grievance Procedure – General, Supervisory, Professional, Probation Officers Safety, Management, and Confidential Units, Deputy County Counsels and Assistant County Counsel

A. Freedom From Reprisal. No employee shall be subject to coercion or disciplinary action for discussing a request or complaint with his/her immediate supervisor, or for the good faith filing of a grievance petition.

B. Employee Representative. The employee is entitled to representation in the preparation and presentation of his/her grievance at any step in the procedure. The grievant is entitled to be released from work for appearances before any or all levels of the grievance procedure. No person hearing a grievance petition need recognize more than one representative for grievant, unless, in the opinion of the person hearing the petition, the complexity of the grievance requires more than one representative in order to fully and adequately present the matter. Any expenses incurred by the employee in the retention of representation shall be at the expense of the employee filing the grievance.

C. Grievance Petition Form. The written grievance shall be submitted on a form provided by the Human Resources Director for this purpose. No grievance petition shall be accepted for processing until the form is complete.

D. Presentation. All grievance petitions shall be initiated within twenty (20) calendar days after the occurrence of the circumstances or employee's knowledge of the circumstances giving rise to the grievance; otherwise, the right to file a grievance petition is waived, and no grievance shall be deemed to exist.

E. Statement of Grievance. The grievance shall contain a statement of:

(1) The specific situation, act, or acts complained of as unfair.

(2) The inequity or damage suffered by the employee.

(3) The specific action requested.

F. Consolidation. Grievance petitions involving the same or similar issues may be consolidated for presentation at the discretion of the person hearing the petitions.

G. Resolution. Any grievance petitions resolved at any step of the grievance procedure shall be final and binding on the County and the grievant.

H. Withdrawal. Any grievance petition may be withdrawn by the grievant at any time in writing, without prejudice.

I. Time Limits. Grievance petitions shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance petition for which a disposition is not made at any step within the time limit prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired. Any grievance petition not carried to the next step by the grievant within the prescribed time limits, or such extension which may be agreed to, shall be deemed resolved upon the basis of the previous disposition.

J. Resubmission. Upon consent of the person hearing the grievance petition and the grievant, a petition may be resubmitted to a lower step in the grievance procedure for reconsideration.

K. Extension of Time. The time limits within which action must be taken or a decision made as specified in this Resolution may be extended by written consent of the grievant and the person before whom disposition of the petition is pending.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

20.5 Procedure - Steps

The following procedure shall be followed by an employee submitting a grievance petition:

A. Step I - An employee who has a grievance shall informally discuss his or her complaint with his or her immediate supervisor. Within seven (7) calendar days, the supervisor shall give his or her decision to the employee orally.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

B. Step II - If the employee feels his/her grievance has not been satisfactorily resolved, or if he/she receives no response from his or her immediate supervisor, he/she shall have seven (7) calendar working days from the date of the supervisor's response, or from the time specified under Step I for the supervisor's response, to formally submit the grievance in writing to the next higher authority. The higher authority shall within ten (10) calendar days of the receipt of the written grievance, supply an answer in writing to the aggrieved employee and the supervisor in Step I, explaining clearly his/her decision or proposed action.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

C. Step III - If the aggrieved employee is not satisfied with the written answer received at Step II, he/she may, within ten (10) calendar days of receipt of such written answer, appeal in writing to the Department Head. The Department Head shall confer with the employee and prior levels of supervision involved in an attempt to effect a harmonious solution. The Department Head shall reply in writing to the employee within ten (10) calendar days following receipt of the written grievance unless the time limitation is extended to a later date by mutual agreement.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

D. Special Provisions. The multi-level steps of the grievance procedure are designated to permit sufficient steps within larger departments having more than one supervisory level. In the case of departments with only one supervisory level between his or her employee and the Department Head, Step II is waived. In departments that have more than three (3) levels of supervision, the Department Head may require that the grievance be processed through all supervisory levels. If the Department Head is the immediate supervisor, Steps I and II are eliminated. A grievance originating in a department that does not have supervisory levels between the employee and the Department Head shall be responded to in writing to the employee by the Department Head.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

E. Step IV - If the employee and the Department Head cannot reach an agreement as to a solution of the grievance or the employee has not received a decision within ten (10) calendar days' limit, the employee may within ten (10) calendar days present his/her grievance in writing to the Human Resources Director and the County Administrative Officer jointly, with a copy to the Department Head. A copy of the Department Head's written response shall be included with the grievance. The Human Resources Director and/or the County Administrative Officer shall within twenty (20) calendar days after receipt of the grievance hear the grievant and the Department Head and render a written decision to the employee, with a copy to the Department Head.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

F. Step V - General, Supervisory, Professional, Probation Officers Safety, and Confidential Units - If the employee or Department Head is not satisfied with the decision of the Human Resources Director and/or County Administrative Officer, either party may within ten (10) days request advisory arbitration. The parties shall request a list of seven arbiters from the State Mediation and Conciliation Service or American Arbitration Association. Within five (5) days following receipt of the list of arbiters, the parties shall meet to select the arbiter. 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.

Where practicable, the date for a hearing shall not be less than ten (10) days, nor more than thirty (30) days, from the date of the selection of the arbiter. The parties may stipulate to a longer period of time in which to hear the appeal.

The Human Resources Director shall duly notify the interested parties of the time and place of the hearing at least seven (7) calendar days prior thereto.

All hearings shall be public except when the parties stipulate otherwise. The hearing 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 by Government Code Section 11510.

The arbiter shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) working days after conducting the hearing. His/her decision shall set forth which alleged violations, if any, are sustained and the reasons therefor. The opinion shall set forth findings of fact and conclusions of law. The opinion shall be advisory only.

The arbiter may sustain or reject any or all of the charges filed in the grievance.

The arbiter's opinion shall be filed with the Human Resources Director, the grievant(s), and the Clerk of the Board of Supervisors, and shall set forth his/her findings and conclusions.

If within thirty (30) days of receipt by the parties of the arbiter's decision, either party to the action files a written appeal with the Board of Supervisors, a copy of such appeal to be served concurrently upon the opposing party, the Board of Supervisors will review the transcript of the proceedings, and shall based upon such review, adopt, amend, modify, or reject the findings of fact, conclusions of law, and/or opinion of the arbiter. 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.

If neither party files such appeal within the above thirty (30) 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.

Each party shall bear equally the cost of facilities, fees, and expenses of the arbiter and court reporter, including transcripts. Each party shall bear its own witness and attorney fees.

The Human Resources Director shall execute the decision of the Board within ten (10) working days of the decision.

(Adopted 07/30/81, General, Supervisory, Professional, and Confidential Units MOU's)
(Adopted 07/30/1, Probation Officers Safety Unit, as part of GSP)

G. Step V - Management Unit - If the employee or Department Head is not satisfied with the decision of the Human Resources Director and/or County Administrative Officer, either may within ten (10) calendar days appeal in writing to the Board of Supervisors. Said Board shall within thirty (30) days after receipt of the appeal either (1) hear the appeal and render a final decision or (2) appoint a special panel or hearing officer to hear the appeal and render a final decision or make such recommendation within such thirty (30) day period.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

SECTION 21.0

SEPARATION FROM COUNTY SERVICE

21.1 Resignation (Not applicable to Department Heads)

General, Supervisory, Professional, and Probation Officers Safety Units

A written resignation signed by the employee shall be submitted to the appointing authority at least two weeks (10 working days) in advance of the expected termination date. The appointing authority shall immediately forward a copy to the Human Resources Director. The appointing authority may consent to the employee leaving sooner than the usual two weeks.

After a written resignation has been received and accepted by the appointing authority, it may not be withdrawn without the written consent of the appointing authority. If the appointing authority has cause to believe that the employee's continued presence at work has the potential of placing the County's property at risk, the appointing authority may, after receiving CAO approval, place the resigned employee on paid administrative leave.

Withdrawal of a resignation shall be accomplished by submitting a written request to the appointing authority. Provided the appointing authority agrees to such withdrawal, a copy shall be forwarded to the Human Resources Director.

(Amended 02/10/15, General, Supervisory and Professional Units MOU)
(Amended 02/10/15, Probation Officers Safety Unit, as part of GSP)

Confidential, Management, Law Enforcement and Fire Safety Units, Deputy County Counsels and Assistant County Counsel

A written resignation signed by the employee shall be submitted to the appointing authority at least two weeks (10 working days) in advance of the expected termination date. The appointing authority shall immediately forward a copy to the Human Resources Director. The appointing authority may consent to the employee leaving sooner than the usual two weeks.

After a written resignation has been received and accepted by the appointing authority, it may not be withdrawn without the written consent of the appointing authority. The appointing authority may, at his or her discretion, place the resigned employee on paid leave, with CAO approval.

Withdrawal of a resignation shall be accomplished by submitting a written request to the appointing authority. Provided the appointing authority agrees to such withdrawal, a copy shall be forwarded to the Human Resources Director.

(Amended 02/10/15, Confidential Unit Agreement)
(Amended 02/10/15, Resolution 15-008, Management Unit)
(Amended 02/10/15, Deputy County Counsels and Asst. County Counsel Agreement)
(Amended 03/10/15, Law Enforcement Unit MOU)
(Amended 03/28/17, Fire Safety Unit MOU)

21.2 Paid Leave/Payment Upon Separation from County Service

General, Supervisory, Professional, Probation Officers Safety, Confidential, Law and Management Units and Deputy County Counsels and Assistant County Counsel

Any person separating from County service shall not do so while on vacation, holiday, or compensatory time off. Such employees shall be paid for their leave balances based on the pay rate in effect for such employee on the date of separation. When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by Section 630 of the Probate Code.

(Amended 12/30/08, Confidential Unit Agreement)
(Amended 12/30/08, Resolution 08-084, Management Unit)
(Amended 12/30/08, Deputy County Counsels & Asst. County Counsel Agreement)
(Amended 03/03/09, General, Supervisory and Professional Units MOU)
(Amended 03/03/09, Probation Officers Safety Unit, as part of GSP)
(Adopted 08/30/88, Law Enforcement Unit MOU)

Fire Safety Unit

Any person separating from County service shall not do so while on vacation, holiday, or compensatory time off. Except for Battalion Chiefs working a 56-hour workweek, such employees shall receive a 5.5% increase in their hourly rate at the time of separation for purposes of paying any sick leave, vacation or compensatory time balances. Battalion Chiefs working a 56-hour workweek shall receive a 2.68% increase in their hourly rate at the time of separation for purposes of paying any sick leave, vacation or compensatory time balances. When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by Division 8 of the Probate Code.

(Amended 01/09/01, Fire Safety Unit MOU)

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SECTION 22.0

REPEAL OF CONFLICTING ORDINANCES

Ordinance 415 and all other ordinances and parts of ordinances in conflict herewith are hereby repealed.

(Adopted by the Sutter County Board of Supervisors 1/27/09)

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SECTION 23.0

DISCRIMINATORY WORKPLACE HARASSMENT POLICY

23.1 Policy Statement

It is the policy of the County of Sutter that employees have a working environment free of unlawful and improper discriminatory harassment. The work environment should be businesslike and assure fair, courteous treatment for employees and the public we serve. All employees should treat each other with dignity and respect. It is the responsibility of every employee, supervisor and manager to make sure there is no discriminatorily harassing behavior in the work place. Discriminatory harassment may constitute illegal discrimination and may violate both state and federal law. This policy is intended to address such conduct.

All employees should be informed of the discrimination complaint process and be assured of their right to file complaints without fear of reprisal. All employees, including supervisors and managers should be trained regarding behavior that constitutes discriminatory harassment. Employees should also understand the importance of reporting incidents promptly to assure that further incidents do not occur.

The Board of Supervisors expects County department heads to convey to their employees strong disapproval of discriminatory harassment. All employees including supervisors and managers should be informed, clearly, regarding behavior that constitutes discriminatory harassment and the consequences of such actions. They should be aware that discriminatory harassment of another employee may be grounds for disciplinary action up to and including termination.

Definition of Discriminatory Harassment

1. Verbal Harassment – Epithets, derogatory comments, slurs, propositioning, or otherwise offensive words or comments on the basis of race, religious creed, color, national origin, ancestry, mental or physical disability (including AIDS or HIV), medical condition, marital status, sex, age, sexual orientation, gender identity, gender expression, military or veteran status, pregnancy, or childbirth and related medical conditions whether made in general, directed to an individual, or to a group of people regardless of whether the behavior was intended to harass. This includes but is not limited to inappropriate sexually orientated comments on appearance, including dress or physical features, sexual rumors, and race oriented stories.

2. Physical Harassment – Assault, impeding or blocking movement, leering, or the physical interference with normal work, privacy or movement when directed at an individual on the basis of race, religious creed, color, national origin, ancestry, mental or physical disability (including AIDS or HIV), medical condition, marital

status, sex, age, sexual orientation, gender identity, gender expression, military or veteran status, pregnancy, or childbirth and related medical conditions. This includes pinching, patting, grabbing, or making explicit or implied threats or promises in return for submission to physical acts.

3. Visual Forms of Harassment – Derogatory, prejudicial, stereotypical or otherwise offensive posters, photographs, cartoons, notes, bulletins, drawings or pictures on the basis of race, religious creed, color, national origin, ancestry, mental or physical disability (including AIDS or HIV), medical condition, marital status, sex, age, sexual orientation, gender identity, gender expression, military or veteran status, pregnancy, or childbirth and related medical conditions. This applies to both posted material, or material maintained in or on County equipment or personal property in the workplace.

4. Sexual Harassment – Any act which is sexual in nature and is made explicitly or implicitly a term or condition of employment, is used as the basis of an employment decision, unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment.

5. This policy is intended not only to address and correct acts of discriminatory harassment, but to prevent them. Therefore, the County, as part of the implementation of this policy, may act to correct what is viewed as discriminatory harassment prior to the behavior reaching the level that would constitute "discriminatory harassment" as defined in law.

(Amended 02/10/15, General, Supervisory & Professional Units MOU)
(Amended 02/10/15, Probation Officers Safety Unit, as part of GSP)
(Amended 02/10/15, Confidential Unit Agreement)
(Amended 02/10/15, Resolution 15-008, Management Unit)
(Amended 02/10/15, Deputy County Counsels & Assistant County Counsel Agreement)
(Amended 03/10/15, Law Enforcement Unit MOU)
(Amended 03/28/17, Fire Safety Unit MOU)

23.2 Department Obligation and Responsibility

Every department has an obligation to assure that the work environment is free from all types of unlawful discrimination. Prevention is the best tool. Prompt, appropriate action may help to avoid, or at least minimize, the incidence of discriminatory harassment.

By law, department heads, other managers and supervisors are responsible to ensure that employees, supervisors and managers are aware of the County's policy. Supervisors' training should include information about the County's Discriminatory Workplace Harassment Policy.

(Amended 01/11/00, General, Supervisory, Professional Units MOU)
(Amended 01/11/00, Probation Officers Safety Unit, as part of GSP)

(Amended 02/01/00, Confidential Unit Agreement)
(Amended 02/01/00, Resolution 2000-06, Management Unit)
(Amended 02/01/00, Deputy County Counsels & Assistant County Counsel Agreement)
(Amended 01/09/01, Fire Safety Unit MOU)
(Amended 01/08/02, Law Enforcement Unit MOU)

23.3 Employee Action

Some people are not aware that their behavior is offensive or potentially harassment. Often simply advising someone of the offensive nature of their behavior can resolve the problem. Whenever possible, employees should inform the harassing party that his or her behavior is unwelcome, offensive, in poor taste or highly inappropriate. If this does not resolve the concern or if an employee feels uncomfortable, threatened, or has difficulty expressing his or her concern, informal assistance or counseling should be sought from any supervisor, manager, department head or the County Human Resources Director.

(Amended 06/27/89, General, Supervisory, Professional Units MOU)
(Amended 06/27/89, Probation Officers Safety Unit, as part of GSP)
(Amended 07/18/89, Confidential Unit Agreement)
(Amended 08/01/89, Resolution 89-69, Management Unit)
(Amended 08/08/89, Deputy County Counsels & Assistant County Counsel Agreement)
(Amended 07/18/89, Fire Safety Unit MOU)
(Adopted 09/18/89, Letter of Approval, Law Enforcement Unit)

23.4 Investigative Procedure

Any complaint which cannot be satisfactorily resolved through a discussion between the aggrieved person and the harassing party should be referred to either (1) the department head or (2) the County Human Resources Director. Either person will have full authority to investigate all aspects of the complaint. The investigatory authority includes accessibility to records and cooperation of any involved employees. No influence will be used to suppress any complaint, and no one will be subject to any recrimination or reprisal for filing a complaint.

(Amended 06/27/89, General, Supervisory, Professional Units MOU)
(Amended 06/27/89, Probation Officers Safety Unit, as part of GSP)
(Amended 07/18/89, Confidential Unit Agreement)
(Amended 08/01/89, Resolution 89-69, Management Unit)
(Amended 08/08/89, Deputy County Counsels & Asst. County Counsel Agreement)
(Amended 07/18/89, Fire Safety Unit MOU)
(Adopted 09/18/89, Letter of Approval, Law Enforcement Unit)

23.5 Informal Resolution

If an employee desires primarily to discuss personal thoughts and feelings or consider meetings in which to deal individually with the incident(s) the department head or the County Human Resources Director will offer consultation and advice.

When any complaint is received, the department head or the County Human Resources Director will ask the complainant to define his or her perception of the problem and the desired solution. The department head or County Human Resources Director will explain the rights involved and discuss potential solutions. The department head or County Human Resources Director may conduct a brief informal investigation and make every effort to resolve the problem on a very informal basis.

(Amended 11/14/00, General, Supervisory, Professional Units MOU)
(Amended 11/14/00, Probation Officers Safety Unit, as part of GSP)
(Amended 11/21/00, Confidential Unit Agreement)
(Amended 11/21/00, Resolution 2000-088, Management Unit)
(Amended 11/21/00, Deputy County Counsels & Assistant County Counsel Agreement)
(Amended 01/09/01, Fire Safety Unit MOU)
(Amended 01/08/02, Law Enforcement Unit MOU)

23.6 Formal Investigation

If any informal investigation does not successfully resolve the issue, with the filing of a written complaint by the employee to the department head (with a copy to the Human Resources Director) or to the County Human Resources Director, or if in the opinion of the Human Resources Director and/or County Administrative Officer a formal investigation is warranted, a formal investigation will be initiated. As appropriate, the formal investigation may include, but not necessarily be limited to, the following:

a. Obtaining the date and place of the alleged act and the names of persons alleged to be involved or to have relevant knowledge.

b. Interviewing the persons named above and any other persons determined to possibly have relevant knowledge concerning the complaint. Providing a copy of the formal complaint to the employee or employees being accused of harassment insofar as it relates to them at the onset of the investigation.

c. Reviewing any pertinent documents or records. Making a survey of action in similar situations involving other employees or applicants for employment.

d. A written report, including a proposed resolution of the matter will be made. The report will be forwarded to and reviewed by the department head who will determine the appropriate resolution, including the possibility of formal disciplinary action.

e. The department head will provide a confidential written response to the employee who filed the complaint advising the employee of the resolution to the extent legally permitted. A copy of this response will be provided to the alleged harassing party.

(Amended 08/31/04 General, Supervisory & Professional Units MOU)
(Amended 08/31/04, Probation Officers Safety Unit, as part of GSP)
(Amended 08/26/08, Fire Safety Unit MOU)
(Amended 01/30/07, Confidential Unit Agreement)
(Amended 01/30/07, Resolution 07-006, Management Unit)
(Amended 01/30/07, Deputy County Counsels & Assistant County Counsel Agreement)
(Amended 01/30/07, Law Enforcement Unit MOU)

23.7 Retaliation

Retaliation in any manner against a person for filing a harassment charge or initiating a harassment complaint, testifying in an investigation, providing information or assisting in an investigation, is expressly prohibited and subject to disciplinary action up to and including termination. The Human Resources Director will take reasonable steps to protect the victim and other potential victims from further harassment, and to protect the victim from any retaliation as a result of communicating the complaint. This section will not prohibit the County from disciplining an employee pursuant to section 18.5(v), *Sutter County Personnel Rules and Regulations.*

(Amended 01/11/00, General, Supervisory, Professional Units MOU)
(Amended 01/11/00, Probation Officers Safety Unit, as part of GSP)
(Amended 02/01/00, Confidential Unit Agreement)
(Amended 02/01/00, Resolution 2000-06, Management Unit)
(Amended 02/01/00, Deputy County Counsels & Assistant County Counsel Agreement)
(Amended 01/09/01, Fire Safety Unit MOU)
(Adopted 01/08/02, Law Enforcement Unit MOU)

23.8 FEHC/EEOC Complaints

The filing of a complaint pursuant to this policy or the decision of the department head does not prevent the employee from filing a complaint with the Fair Employment and Housing Commission (FEHC) or the Equal Employment Opportunity Commission (EEOC) or from filing any action in the courts.

(Amended 06/27/89, General, Supervisory, Professional Units MOU)
(Amended 06/27/89, Probation Officers Safety Unit, as part of GSP)
(Amended 07/18/89, Confidential Unit Agreement)
(Amended 08/01/89, Resolution 89-69, Management Unit)
(Amended 08/08/89, Deputy County Counsels & Assistant County Counsel Agreement)
(Amended 07/18/89, Fire Safety Unit MOU)
(Adopted 09/18/89, Letter of Approval, Law Enforcement Unit)

23.9 Confidentiality

A. General, Supervisory, Professional, Probation Officers Safety, Confidential, Management and Law Enforcement Units, Deputy County Counsels and Assistant County Counsel

To the extent feasible, proceedings under this policy and all reports and records filed shall be confidential to the parties involved, and reasonable effort shall be made to protect the privacy interests of the parties. Confidentiality may not be feasible under certain circumstances, including, but not limited to: (1) disclosure of any fact is necessary to the appropriate investigation of or response to a harassment or discrimination incident; (2) disclosure of any fact is necessary to assure due process to any person accused of harassment or discrimination if that person may be subject to disciplinary action; or (3) disclosure of any fact is necessary to comply with lawful orders or rules governing any court proceeding.

(Amended 08/31/04 General, Supervisory & Professional Units MOU)
(Amended 08/31/04, Probation Officers Safety Unit, as part of GSP)
(Amended 01/30/07 Confidential Unit Agreement)
(Amended 01/30/07 Resolution 07-006, Management Unit)
(Amended 01/30/07 Deputy County Counsels & Assistant County Counsel Agreement)
(Amended 01/30/07 Law Enforcement Unit MOU)

B. Fire Safety Unit

To the extent feasible, proceedings under this policy and all reports and records filed shall be confidential to the parties involved, and reasonable effort shall be made to protect the privacy interests of the parties.

(Amended 07/18/89, Fire Safety Unit MOU)

23.10 Distribution

This policy and any revisions thereof, shall be distributed to all, County officers and employees.

(Amended 06/27/89, General, Supervisory, Professional Units MOU)
(Amended 06/27/89, Probation Officers Safety Unit, as part of GSP)
(Amended 07/18/89, Confidential Unit Agreement)
(Amended 08/01/89, Resolution 89-69, Management Unit)
(Amended 08/08/89, Deputy County Counsels & Assistant County Counsel Agreement)
(Amended 07/18/89, Fire Safety Unit MOU)
(Adopted 09/18/89, Letter of Approval, Law Enforcement Unit)

SECTION 24.0

ALCOHOL AND DRUG ABUSE POLICY

24.1 Purpose

Fire Safety and Law Units

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.

(Amended 02/12/19, Fire Safety Unit MOU)
(Amended 03/26/19, Law Enforcement Unit MOU)

General, Supervisory, Professional, Probation Officers Safety, Confidential, and Management Units

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

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

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

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

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

(Amended 08/09/22, General, Supervisory and Professional Units MOU)
(Amended 07/22/25, Probation Officers Safety Unit MOU)
(Amended 07/22/25, Confidential Unit per Board action)
(Amended 07/22/25, Management Unit per Board action)

24.2 Policy

Fire Safety and Law Units

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.

(Amended 02/12/19, Fire Safety Unit MOU)
(Amended 03/26/19, Law Enforcement Unit MOU)

General, Supervisory, Professional, Probation Officers Safety, Confidential, and Management Units

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 Section 18 of the Sutter County Personnel Rules and Regulations.

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

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

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

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

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

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

(Amended 08/09/22, General, Supervisory and Professional Units MOU)
(Amended 07/22/25, Probation Officers Safety Unit MOU)
(Amended 07/22/25, Confidential Unit per Board action)
(Amended 07/22/25, Management Unit per Board action)

24.3 Application

This policy applies to all employees of and to all applicants for positions with the County. This policy applies to alcohol and to all substances, drugs, or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

(Adopted by the Sutter County Board of Supervisors 10/10/89)
(Adopted 10/01/91, Law Enforcement Unit MOU)

24.4 Employee Responsibilities

An employee must:

A. Not report to work or be subject to duty while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use;

B. Not manufacture, possess or use alcohol or impairing drugs (illegal drugs and prescription drugs without a prescription) during working hours or while on standby, on breaks, during meal periods or at anytime while on County property;

C. Not directly or through a third party manufacture, sell or provide drugs or alcohol to any person, including any employee, while either employee or both employees are on duty or subject to being called;

D. Notify his/her supervisor, before beginning work, when taking any medication or drugs, prescription or nonprescription, which may interfere with the safe and effective performance of duties or operation of County equipment;

E. Provide within 24 hours of request bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name; and

F. Notify his/her supervisor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after conviction.

(Amended by the Sutter County Board of Supervisors 11/29/94)

24.5 Management Responsibilities and Guidelines

A. Managers and supervisors are responsible for reasonable enforcement of this policy. Managers and Supervisors are also responsible for communicating this policy to employees and volunteers and for participating in substance abuse training.

B. Managers and supervisors, after consultation with the County Human Resources Department, may require that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs and/or alcohol while on the job or on standby or call back status.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent manager or supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

In conducting a reasonable suspicion inquiry management and/or supervisors should evaluate the following, documenting the presence of any of the listed indicators:

1. Speech: Incoherent, confused, slurred, rapid, loud or rambling speech;
2. Balance: Staggering, swaying or falling;
3. Walking or movement: unsteady, staggering, swaying, stumbling, falling, pacing or rapid;
4. Mental state or physical behavior: sleepy/stupor, confused, lack of concentration, paranoid, excessive yawning, fatigue, withdrawn, nervousness;
5. Abilities: Lack of coordination, confused thinking, slow movements, fidgeting, unable to sit still, rapid movements, cannot operate/control machinery or equipment;
6. Appearance: red eyes, droopy eyelids, dilated or constricted pupils, weight loss/malnutrition, disheveled/unkempt appearance, smell of alcohol,

wearing sunglasses at inappropriate times, dry mouth, flushed or pale face, frequent sniffling.

The following factors, in combination with a reasonable number of the above, may constitute reasonable suspicion:

1. Experiences or causes an accident, injury or property damage, near-miss of serious accident, dangerous operation of equipment or vehicle;
2. Verbal or physical abuse or altercation, inability to get along with others;
3. Poor attendance or observation of work hours;
4. Poor job performance including excessive mistakes, not following directions, lack of motivation;
5. Possession of alcohol or drugs;
6. Information obtained from a reliable person with personal knowledge.

C. Any manager or supervisor requesting an employee to submit to a drug and/or alcohol test should document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs and/or alcohol. It shall then be routed to the Human Resources Department for consultation and advice prior to requiring any testing.

D. Managers and supervisors shall not physically search the person or employees, nor shall they search the personal possession of employees without the freely given consent of, and in the presence of, the employee. Note: all searches must be cleared with the Human Resources Department.

E. Managers and supervisors shall notify their Department Head or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the County. If the Department Head or designee concurs that there is reasonable suspicion of illegal drug possession, the Department Head shall notify the appropriate law enforcement agency.

F. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the manager or supervisor should assign the employee to no duty for a reasonable time until the employee can be safely transported home.

(Amended 01/11/00, General, Supervisory and Professional Units MOU)
(Amended 02/01/00, Confidential Unit Agreement)
(Amended 02/01/00, Resolution 2000-06, Management Unit)
(Amended 02/01/00, Deputy County Counsels & Assistant County Counsel Agreement)
(Amended 01/09/01, Fire Safety Unit MOU)
(Amended 01/08/02, Law Enforcement Unit MOU)

24.6 Refusal of or Tampering with a Drug or Alcohol Test

Any manager or supervisor encountering an employee who refuses a request to submit to a drug and/or alcohol analysis upon request shall remind the employee of the requirements and disciplinary consequences of this policy. Absent justification satisfactory to management and/or supervision, in their sole discretion, an employee's refusal to submit to an alcohol or drug test required by this policy will be treated in the same manner as an employee who tested positive for alcohol and/or drugs. Tampering with or attempting to adulterate a specimen or violation of the collection procedure will result in termination of employment pursuant to Section 18.0, Discharge, Dismissal, Suspension, Reprimand, Reduction in Rank and Right of Appeal.

(Amended 01/11/00, General, Supervisory and Professional Units MOU)
(Amended 02/01/00, Confidential Unit Agreement)
(Amended 02/01/00, Resolution 2000-06, Management Unit)
(Amended 02/01/00, Deputy County Counsels & Asst. County Counsel Agreement)
(Amended 01/09/01, Fire Safety Unit MOU)
(Amended 01/08/02, Law Enforcement Unit MOU)

24.7 Confidentiality

Laboratory reports of test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Human Resources Director. The reports or test results may be disclosed to County management on a strictly need-to-know basis as provided by law and to the tested employee upon request. Disclosures, without patient consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is to be used in administering an employee benefit plan; (4) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

(Adopted by the Sutter County Board of Supervisors 10/01/89)
(Adopted 10/01/91, Law Enforcement Unit MOU)

24.8 Privacy

Nothing herein shall be construed to constitute a waiver by any County employee of his or her right to privacy as secured in the State and/or Federal Constitution and any other privacy-related rights that the employee may have under State and/or Federal law.

(Amended by the Sutter County Board of Supervisors on 10/01/89)

24.9 Testing Pursuant to U. S. Department of Transportation Regulations – General, Supervisory, Professional and Management Units

Employees who operate “Commercial Motor Vehicles”, as defined by the U. S. Department of Transportation Regulations implementing the Federal Omnibus Transportation Employee Testing Act of 1991, shall be subject to drug and alcohol testing in accordance with the provisions of those regulations and the County policy developed in response to those regulations. The County shall determine which employees are covered by the regulations and County policy and shall inform those employees of their rights and responsibilities thereunder.

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. 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 a paid status. The cost of all drug and alcohol testing and the cost of the services of a Substance Abuse Professional required pursuant to the regulations and County policy shall be paid by the County. The cost of any rehabilitation program the employee may be required to undergo upon a determination of a Substance Abuse Professional shall be paid by the affected employee.

(Amended 03/01/11, General, Supervisory and Professional Units MOU)
(Amended 04/19/11, Resolution 11-037, Management Unit)

24.10 Testing of Employees Not Covered by U.S. Department of Transportation Regulations

A. Management Unit

Effective July 1, 2000, the County of Sutter Drug and Alcohol Policy Pursuant to the Department of Transportation (DOT) Regulations shall apply to all regular and hourly employees in classifications that contain “safety-sensitive function(s)” who are not covered by the DOT regulations as required by law. A listing of classifications that contain “safety-sensitive function(s)” is available at the Human Resources Department and on the intranet. Employees subject to testing will be provided a copy of the policy.

Employees in classifications that contain “safety-sensitive function(s)” shall be covered regardless of driving and/or licensing requirement(s). “Safety sensitive function" shall be defined as follows:

- Operating a vehicle or power driven equipment.
- Handling hazardous or controlled substances.

- Carrying a firearm.
- Working in an environment that is inherently dangerous as defined by the department head.

The County shall inform those employees of their rights and responsibilities thereunder. 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. 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 a paid status. The cost of all drug and alcohol testing and the cost of the services of a Substance Abuse Professional required pursuant to the regulations and County policy shall be paid by the County. The cost of any rehabilitation program the employee may be required to undergo upon a determination of a Substance Abuse Professional shall be paid by the affected employee.

(Amended 04/19/11, Resolution 11-037, Management Unit)

B. Drug and Alcohol Testing - Fire Safety Unit

Effective January 3, 1998, the County of Sutter Drug and Alcohol Policy Pursuant to the Department of Transportation Regulations shall apply to all employees in the Fire Safety Unit. All employees shall be covered regardless of driving and/or licensing requirement(s). For purposes of the Fires Safety Unit "safety sensitive function" shall be defined as any and all time worked. The County shall inform those employees of their rights and responsibilities thereunder. 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. 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 a paid status. The cost of all drug and alcohol testing and the cost of the services of a Substance Abuse Professional required pursuant to the regulations and County policy shall be paid by the County. The cost of any rehabilitation program the employee may be required to undergo upon a determination of a Substance Abuse Professional shall be paid by the affected employee.

(Amended 01/04/11, Fire Safety Unit MOU)

C. Law Enforcement Unit

Effective July 1, 2002, the County of Sutter Drug and Alcohol Policy Pursuant to the Department of Transportation (DOT) Regulations shall apply to all regular and hourly employees in classifications that contain “safety-sensitive function(s)” who are not covered by the DOT regulations as required by law**.** A listing of classifications that contain “safety sensitive function(s)” is available at the Human Resources Department and on the intranet. Employees subject to testing will be provided a copy of the policy.

Employees in classifications that contain “safety-sensitive function(s)” shall be covered regardless of driving and/or licensing requirement(s). “Safety sensitive function'' shall be defined as follows:

- Operating a vehicle or power driven equipment.
- Handling hazardous or controlled substances.
- Carrying a firearm.
- Working in an environment that is inherently dangerous as defined by the department head.

The County shall inform those employees of their rights and responsibilities hereunder. 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. Any employee who tests positive for drugs and/or alcohol, or any employee who is being treated in the same manner as an employee who tests positive for drugs and/or alcohol pursuant to Section 24.6, Refusal of or Tampering with a Drug or Alcohol Test, shall be terminated pursuant to Section 18.0, Discharge, Dismissal, Suspension, Reprimand, Reduction in Rank, and Right of Appeal. Notwithstanding the forgoing, the first time an employee tests positive for alcohol or any positive drug test that is the result of using prescription or over-the-counter medication, such employee may be eligible for a last chance agreement at the discretion of the appointing authority.

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 a paid status. The cost of all drug and alcohol testing and the cost of the services of a Substance Abuse Professional required pursuant to the regulations and County policy shall be paid by the County. The cost of any rehabilitation program the employee may be required to undergo upon a determination of a Substance Abuse Professional shall be paid by the affected employee.

(Amended 11/26/13, Law Enforcement Unit MOU)

SECTION 25.0

CRIMINAL HISTORY INFORMATION

25.1 Criminal History Information

The County will obtain criminal history information by submitting employee fingerprints to the Department of Justice for all current employees and employees promoting into applicable classifications, as follows:

All employees of the Department of Human Services, whose functions are described below, shall be fingerprinted:

> Any and all positions involving frequent and routine contact with children which positions provide services to children who are alleged victims of abuse, neglect, or exploitation.

The above described fingerprints and a request for a criminal history record for such employees, consistent with section 432.7 of the Labor Code, shall be submitted to the Department of Justice or appropriate law enforcement agency.

(Adopted 01/11/00, General, Supervisory, Professional Units MOU)
(Adopted 01/11/00, Probation Officers Safety Unit, as part of GSP)
(Adopted 02/11/00, Resolution 2000-06, Management Unit)

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 (Publication1075), 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 five (5) 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 five (5) 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)	• 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 U.S. and submit supporting documentation using E-verify
Current Employees	• 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	• 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 five (5) years from the date the background check is completed
Human Resources/Custodian of Records	• 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 • 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	• 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	• 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	• 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 reason for the denial.

(Amended 11/1/22, General, Supervisory, and Professional Units)
(Amended 11/1/22, Probation Officers Safety Unit, as part of GSP)

SECTION 26.0

VETERANS' PREFERENCE POLICY

26.1 Purpose

It is the intention of this policy to demonstrate the County's support and appreciation of our United States veterans and their surviving spouses by establishing a Veterans' Preference Policy pursuant to Board of Supervisors Resolution 09-060. Preference points will be awarded, per specified criteria, to veterans and their surviving spouses in the recruitment process for new hires. This policy will be effective September 1, 2009.

26.2 Definitions

Open Recruitment Process: Defined as a competitive recruitment for a Regular or Limited-Term position for the County (does not include Merit System Services Classifications).

Veteran: Defined in accordance with California Government Code 18973 which states that a veteran shall mean any person who has served full time for 30 days or more in the armed forces in time of war or in time of peace in a campaign or expedition for service in which a medal has been authorized by the government of the United States, or during the period September 16, 1940, to January 31, 1955, or who has served at least 181 consecutive days since January 31,1955, and who has been discharged or released under conditions other than dishonorable, but does not include any person who served only in auxiliary or reserve components of the armed forces whose service therein did not exempt him or her from the operation of the Selective Training and Service Act of 1940.

Disabled Veteran: For the purposes of this policy, a disabled veteran is one who meets the definition above and has a service connected disability rating of no less than 10%.

Surviving Spouse: Must be the surviving spouse of a veteran defined above.

Eligible Service: For the purposes of this policy, a veteran must have served on active duty in the United States Armed Forces, National Guard or Military Reserve activated by the Federal Government for a period of at least one hundred and eighty (181) continuous days.

26.3 Eligibility

Military veterans or a veteran's surviving spouse shall be given preference points towards recruitment for initial appointment to County service, in accordance with this policy. To receive Veteran's Preference, the veteran or surviving spouse must meet the

minimum qualifications established for the recruited classification, and must attain a passing score in each phase of the examination process. Veteran's Preference is allowed only on initial entrance into County service. The veteran's service must have ended under honorable conditions.

The application of Veteran's Preference shall be exhausted upon first appointment to a regular/limited-term position. Any points for other recruitment, employment list, and/or certification list shall be cancelled upon the hiring of the candidate.

26.4 Veterans' Preference Points

For open recruitment processes resulting in a numerical score, Veterans' Preference Points will be awarded based on the following:

Veteran – 5 points: As defined in section 26.2 above.

Disabled Veteran – 10 points: In addition to meeting the Veteran definition above, candidate must have a service connected disability rating of no less than 10%.

Surviving Spouse – 5 points: Must be the surviving spouse of a veteran defined above.

26.5 Requesting Veterans' Preference Points

Applicants who wish to be considered for Veterans' Preference points must indicate on their application and submit proof of their eligibility (i.e. DD214 discharge form, and if applicable, evidence of disability (i.e. Veterans Affairs (V.A.) letter stating percentage of service connected disability). Surviving spouses require a DD1300 Form or equivalent. Veteran's Preference must be established separately for each recruitment. Failure to request Veterans' Preference Points on the application or to submit the required credentials (DD214 or DD1300) by the final filing date for the recruitment will be deemed a waiver of Veteran's Preference Points except for the following:

Veterans who are within 90 days of separation from military service may file a written statement showing the anticipated date of discharge and certifying that the discharge is for honorable reasons. Such statement must be filed no later than the final filing date for the recruitment. A veteran in the process of being discharged shall be entitled to Veteran's Preference pursuant to this rule only if a certified copy of the DD214 Form is filed with the Human Resources Department prior to the date of the certification list to a department for appointment. Until such proof is filed, the Veterans Preference Points will not be applied.

26.6 Certification for Interview

The hiring department(s) will request the number of ranks to be certified in accordance with Personnel Rules and Regulations 10.2. Preference Points will not affect the actual

ranking of the candidate on the Eligible List; however the additional Veteran's Preference Points may qualify the candidate for certification and interview along with the top ranked candidates. The candidate's combined Eligible List and Veterans Preference Points score must be equal to or greater than the top ranks being certified.

(Adopted 07/21/09 Resolution 09-060, Effective 09/01/09)

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