

AGREEMENT BETWEEN
FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT
And
FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT
SUPERVISORY EMPLOYEES

The Feather River Air Quality Management District (“District”) and the Feather River Air Quality Management District Employees who are assigned to the following classifications: Administrative Services Officer and Air Quality Compliance Supervisor, hereinafter referred to as “Employees” (collectively “the Parties”) have met and conferred in good faith pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Sections 3500, et seq.) agree to the following:

1. Rules Governing Coverage and Compensation, Benefits and Working Conditions of Employees of the Feather River Air Quality Management District (“Rules”)
 - a. The Rules are amended to add the attached Exhibit A as Article Eighteen:
Disciplinary Action
2. Salary and Benefit Changes
 - a. Employees also agree to the salary and benefits changes for the period beginning July 1, 2020 and ending June 30, 2023:
 - i. **Salary:**
 1. The District shall increase Employees’ salaries as follows:
 - a. Effective July 1, 2020, one and one-half percent (1.50%)
 - b. Effective July 1, 2021, one and one-half percent (1.50%)
 - c. Effective July 1, 2022, one percent (1.00%)
 2. In the event budgeted revenues decreased by five percent (5%) or more such salary increase shall be null and void and, at the District discretion, the District and Employees may agree to reopen negotiations on salary.
 - ii. **Dental Insurance:**
 1. Effective July 1, 2020, the District will replace the current Premier dental plan with Delta Dental PPO high coverage plan through Special District Risk Management Association.
 2. The District and Employees will continue to share the cost of Dental Insurance with the District paying eighty percent (80%) of the monthly premium for employee plus dependent care and the employee paying twenty percent (20%). In addition, the District and Employees will continue to share in the cost of future increases based on the same eighty percent (80%) – twenty percent (20%) formula.

iii. **Floating Holidays:**

- 1. Effective January 1, 2020, annually of each succeeding year three floating holidays shall be granted as follows:
 - a. Employees who began work between January 1 and the last day of February of any given year shall receive three (3) floating holidays.
 - b. Employees who began work between March 1 and June 30 of any given year shall receive two (2) floating holidays for that year.
 - c. Employees who began work between July 1 and September 30 of any given year shall receive one (1) floating holiday for that year.
 - d. Employees hired on or after October 1, will not receive any floating holidays for that year.

- 2. Use of Floating Holidays:
 - a. The department supervisor shall determine the period when floating holiday(s) may be taken by each employee consistent with the requirements of the department.
 - b. In any use of floating holiday(s), the minimum charge to the employee's floating holiday account shall be one-half (1/2) hour, while additional actual absence over one-half (1/2) hour shall be charged to the nearest half hour up to the maximum of employee's entitlement.
 - c. An employee who employment is terminated for any reason shall be paid a sum equal to their balance of floating holiday(s). Such sum shall be computed on the basis of the hourly equivalent of such employee's monthly salary as of the date employment is terminated.

3. Full Understanding and Modification

- a. This Agreement sets forth the entire understanding of the Parties concerning the subject matter addressed herein. This Agreement supersedes all prior agreements and representations, be they written or oral, regarding this same subject matter. This Agreement may be modified only by a written agreement approved and signed by both the District and the Employees.

FEATHER RIVER AIR QUALITY
MANAGEMENT DISTRICT EMPLOYEES

FEATHER RIVER AIR QUALITY
MANAGEMENT DISTRICT

LuAnn McKenzie
Administrative Services Officer
Date: _____

Jay Pendergraph
Chairperson
Date: _____

Karla Sanders
Air Quality Compliance Supervisor
Date: _____

Christopher Brown AICP
APCO, Chief Negotiator
Date: _____

DISCIPLINARY ACTIONS

With just cause, the appointing authority will take disciplinary action against any regular status employee in accordance with the following:

Causes for Disciplinary Action:

Causes for disciplinary action shall include, but not be limited to:

1. Falsifying personnel records or District records or providing false information concerning employment qualifications.
2. Unsatisfactory performance.
3. Dishonesty.
4. Failure to meet the automobile insurability requirement of the District.
5. Failure to follow District safety rules.
6. Inexcusable neglect of duty.
7. Willfully disobeying a reasonable order or refusal to perform job duties assigned.
8. In possession of or under the influence of or trafficking in habit-forming drugs or narcotics while at work or on District property.
9. In possession of or under influence of alcoholic beverages while at work or on District property.
10. Inability to exercise self-control or self-restraint.
11. Unauthorized absence without leave.
12. Conviction of a felony or misdemeanor related to the performance of duties of the job. A plea of guilty or nolo contendere to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
13. Indecent conduct which has an adverse effect on the District image.
14. Discourteous treatment of the public and/or other employees.
15. Improper political activity as defined in the Government Code or District regulations.
16. Misuse of District property or damage to public or private property resulting from misuse or negligence.
17. Violation of Administrative Code Provisions.
18. Abuse, misuse, or excessive use of leave or other employee benefits.
19. Gambling on District premises.
20. Failure to properly report absenteeism.
21. Excessive tardiness.
22. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment.
23. Other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the District.
24. Intimidation, coercion, harassment or other unwelcome, offensive or threatening behavior.

It is the policy of the District to administer a progressive discipline approach in situations where employee performance or behavior is determined to be below the expectations desired or outside the normal expectations of the work environment.

Employees are responsible for following the rules of the District and for performing their assigned job duties. The immediate supervisor is primarily responsible for an employee's performance evaluation and for recommending disciplinary action.

It is the policy of the District to administer appropriate discipline, up to and including termination in situations where an employee's performance or behavior is determined to be below the expectations desired or inappropriate for the work environment.

The District reserves the right to determine the form of discipline to be imposed based on the severity, frequency, and repetitiveness of the cause of action. The following are examples of the different forms of discipline which may be imposed.

Typical Sequence of Disciplinary Actions:

1. Counseling – An informal discussion with an employee designed to assist the employee to develop the required knowledge and skills or to clarify and remedy unacceptable performance or behavior. The discussion may clarify standards, evaluate the employee's performance and behavior, seek information or resolve concerns.
2. Letter of Understanding – A written document issued to an employee which clarifies the rules, regulations, and requirements of the job. A letter of understanding is normally issued when an employee lacks understanding, rather than when an employee intentionally disregards rules and policies. A letter of understanding is an assurance that an employee has been made aware of the District's expectations. This form of discipline may be issued when counseling has failed to produce the desired changes or when the employee's conduct warrants a more substantial initial step. A letter of understanding defines the areas in which improvement is required, sets goals for improvement, and informs the employee that failure to improve will result in further disciplinary action, up to and including termination. A letter of understanding is not usually placed in an employee's official personnel file. However, it may be included when referenced as an attachment in another disciplinary action, such as written reprimand, or an evaluation review.
3. Written reprimand – A written reprimand is written documentation admonishing an employee for unacceptable performance or behavior. A written reprimand may be given to an employee based upon a singular offense or based upon a series of lesser offenses. The written reprimand will contain a statement of the specific action of the employee, which may include a specific rule violation, reasons for unacceptable performance and/or a description of unacceptable behavior. The written reprimand will also inform the employee that failure to improve will result in further disciplinary action, up to and including termination. A written reprimand is placed in the employee's official personnel file.

4. Suspension – Suspension is the temporary removal of an employee from District service without pay. A suspension may be imposed in cases involving misconduct or repeated chronic performance or behavioral problems. A notice of intended action is required.
5. Termination – A termination is the permanent removal of an employee from District service. Termination may be imposed when the offense or situation is so serious that retention is not appropriate; or when the action of the employee is unwilling, or unable, to correct inappropriate behavior, or unacceptable performance. A notice of intended action is required.

Notice of Disciplinary Action

This section shall only apply to employees who have been granted regular status and excludes employees who work at the pleasure of the Air Pollution Control Officer (APCO) or the Board.

The appointing authority may initiate disciplinary action against a regular status employee for good cause by serving upon the employee a written notice of disciplinary action. The notice shall be served upon the employee personally or by certified prior to the effective date of the disciplinary action and shall include:

1. A statement of the nature of the disciplinary action,
2. A statement of the causes therefore,
3. A statement in ordinary and concise language of the acts or omissions upon which the causes are based,
4. Copies of the documents and materials upon which the action is based,
5. A statement advising the employee of his or her right to respond to the notice before disciplinary action is taken or within seven (7) calendar days after the date of service orally, or in writing, or both,
6. A statement advising the employee that if disciplinary action is imposed, the employee may appeal such action to the APCO or to the Board. A disciplinary appeal may only be requested by an employee for discipline that results in a suspension or termination.

Removal from Work Site Prior to Written Notice

Under unusual circumstances, an employee may be removed from the work place prior to receiving the five days written notice. In these cases, the APCO or Human Resources Supervisor 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 with pay until the notification process is complete and a decision reached regarding the potential disciplinary action.

Notice of Appeal

This section shall only apply to District employees who have been granted regular status and excludes employees who work at the pleasure of the APCO or the Board. A disciplinary appeal may only be requested by an employee for discipline that results in a suspension or termination.

An employee may file a written Notice of Appeal in response to an order of disciplinary action. A written Notice of Appeal must be filed with the Human Resources Supervisor within fourteen

(14) calendar days from the effective date of the disciplinary action. The Notice of Appeal shall contain statements of fact which would support the rescission or amendment of the imposed disciplinary action. Within the Notice of Appeal, the affected employee shall indicate a choice of who shall hear the appeal, the APCO or the Board. Once the employee has indicated the hearing body selection, there shall be no right to an alternate selection, except as otherwise approved by the APCO. Failure to file a written Notice of Appeal within this specified time period shall be deemed a waiver of any right to appeal the action taken. No exceptions to this failure-to-file time period shall be permitted.

Appeal Hearing – APCO or Board

Within fourteen (14) calendar days from the receipt of the Notice of Appeal, the Human Resources Supervisor shall schedule the appeal hearing.

Upon completion of the appeal hearing, but no later than fourteen (14) calendar days after, the APCO or Board shall render a decision. The decision of the APCO or Board shall be final. The Human Resources Supervisor shall, within seven (7) calendar days of receipt of the decision of the APCO or Board, notify the employee of the decision.