

# MEMORANDUM OF UNDERSTANDING

Between

**The County of El Dorado**

And

**El Dorado County Employees' Association,  
Local #1**

General, Professional, and  
Supervisory Bargaining Units

January 1, 2008 – December 31, 2008



**MEMORANDUM OF UNDERSTANDING  
GENERAL, PROFESSIONAL & SUPERVISORY BARGAINING UNITS**

**January 1, 2008-December 31, 2008**

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# MEMORANDUM OF UNDERSTANDING

Between the County of El Dorado  
and the  
El Dorado County Employees' Association, Local #1  
representing the  
General, Professional & Supervisory Bargaining Units

## ARTICLE 1. TERMS AND CONDITIONS

### Section 1. Negotiation and Ratification

El Dorado County Employees' Association, Public Employees Union, Local 1 (herein referenced to as "Union") and representatives of the County of El Dorado (herein referenced to as "County") have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the General (GE), Professional (PL) and Supervisory (SU) Bargaining Units, have exchanged freely information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias-Brown Act (Government Code sections 3500-3510), and has been jointly prepared by the parties.

This Agreement shall constitute a one (1) year extension of the Memorandum of Understanding (MOU) which expired on December 31, 2007, for the period commencing on January 1, 2008 through and including December 31, 2008. The expired Agreement between the County and the Union will be extended and all terms of the expired Agreement will be honored herein, except as set forth more fully below, and shall become of full force and effect upon adoption of the Board of Supervisors and shall continue in full force and effect until midnight December 31, 2008.

This Memorandum of Understanding shall be presented to the Board of Supervisors, as the joint recommendations of the undersigned, for salary and employee benefit adjustments for the period commencing on March 5, 2005 and ending December 31, 2007. Unless otherwise indicated herein, all provisions shall become effective on the date approved by the Board of Supervisors.

### Section 2. Cancellation of Other Agreements

This MOU cancels all previous MOU.'s and side letters except as provided in Article 1, Section 5, C. The Compensation Administration Resolution 227-84 and Personnel Management Resolution 228-84 shall remain in force and effect other than where superseded by specific provisions of the existing MOU.

### Section 3. Merit System Exclusion

In the event any provision herein, as it may apply to any employee of the county subject to Section 19800 et. seq. of the California Government Code, is determined by the Executive Officer of the State Personnel Board to be in conflict with Local Agency Personnel Standards (Title 2, Administration, Division 5. LAPS), such provision shall be null and void as regards those employees, and Local Agency Personnel Standards shall supersede and prevail.

**Section 4. Complete Understanding**

Complete Understanding of the MOU notwithstanding; both the Union and the County acknowledge that certain side-letter agreements exist between the parties. During the term of this MOU the Union and the County will work cooperatively to identify and to list all such side-letter agreements. The intent of this language is that the Union and the County will meet and confer regarding the continued application of such side-letter agreements during the course of their negotiations regarding a successor to this agreement. It also is the intent of the parties that any side-letter agreement not identified and brought forward prior to the conclusion of negotiations for a successor agreement shall be considered void, effective immediately upon final approval of the successor agreement by the Board of Supervisors.

**Section 5. Conditions**

**Resolution of Issues**

The County and the Union acknowledge the need to meet and confer on the ongoing and new issues; to work cooperatively to identify previously existing side-letters, and meet and confer on the continued application of the terms of said side-letters. In order to accomplish these tasks, the County and the Union agree to schedule regular and frequent negotiations sessions to meet and confer on these issues.

**ARTICLE 2. AUTHORIZED AGENTS AND RECOGNITION**

**Section 1. Authorized Agents**

For the purpose of administering the terms and provisions of this MOU, the following authorized agents have been designated:

County of El Dorado  
Director of Human Resources  
330 Fair Lane  
Placerville, CA 95667

**El Dorado County Employees' Association**  
Public Employees Union, Local #1  
Executive Director  
2864 Ray Lawyer Drive, Suite 207  
Placerville, CA 95667

The Union shall provide in writing to the County and be responsible for keeping current the name, address and telephone number of the designated representative and a list of persons authorized to act on its behalf or receive service in its name.

**Section 2. Recognition**

- A. County recognition - The Director of Human Resources is the representative of El Dorado County in matters related to employer-employee relations.
- B. The El Dorado County Employees Association, Public Employees Union, Local 1, is the exclusively recognized employee organization for the General (GE), Professional, (PL) and Supervisory (SU) Bargaining Units.

**ARTICLE 3. COUNTY RIGHTS**

County retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this MOU, except as expressly limited by a specific provision of this MOU. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by County and not abridged herein, include, but are not limited to, the following; to manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct; to determine the type and scope of work to be performed by County employees and the services to be provided; to classify positions, to establish initial salaries of new classifications; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this Article is intended to alter the post-agreement rights of the respective parties as established by law to meet and confer on changes which would effect the wages, hours, and other terms and conditions of employment, except, however that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

The County reserves the right to contract out services pursuant to the El Dorado County Charter. In the event that the County is considering contracting out services which will directly result in the layoff of current employees, the County will notify the Union and meet and confer prior to the implementation of the action. The parties agree that for contracts of less than \$40,000, and which will not result in layoffs, the County has no obligation to notify Local #1. The parties agree that if the County intends to contract out work which is being performed by classifications currently represented by Local #1 and if the proposed contract exceeds \$40,000 and will not result in layoff of current employees, the County will notify Local #1 and provide an opportunity for discussion prior to transmitting the item to the Board of Supervisors.

## ARTICLE 4. UNION RIGHTS

### Section 1. Payroll Deductions & Membership Maintenance - Supervisory Unit

- A. ~~It is agreed that Union membership is not a mandatory condition of employment for any employee in the Supervisory (SU) Unit covered by this agreement.~~ The Union may have the regular dues deductions of its members deducted from employees' paychecks under procedures prescribed by the County Auditor/Controller. ~~Employees desirous of such deductions~~ must sign and submit an Employee Payroll Deduction Authorization (PDA) for each type of deduction. All duly authorized PDA's will be processed promptly. Except as otherwise provided in Article 4. Section 1.C, employees are not entitled to revoke or alter such deductions by filing another signed payroll deduction card with the appropriate instructions affixed thereon. Deductions authorized in the above manner will be accumulated and forwarded on a regular basis to the authorized payees. Nothing herein shall prohibit the County from placing reasonable limits as to the number of payees or deductions per employee for the purpose of efficient administration of the payroll system.
- B. Any Supervisory (SU) Bargaining Unit employee who has a dues deduction authorization on file with the Auditor/Controller's Office on the date this agreement is approved by the Board of Supervisors, shall be subject to the Maintenance of Membership provisions of this agreement.
- C. If employees in the Supervisory (SU) Bargaining Unit have a dues deduction on file, it is understood that the dues will be deducted for the duration of this agreement, or until the last day of the last full pay period of the calendar month following the transfer of the employee to a unit represented by another recognized employee organization or to a class not contained in a representation unit, whichever occurs first. ~~Employees in the Supervisory (SU) Bargaining Unit are free to discontinue dues deduction by notifying the Payroll section of the Auditor/Controller's Office, in writing, during the period of May 15-31 of any year.~~
- D. ~~It is understood that employees in the Supervisory (SU) Bargaining Unit are free to authorize dues deduction at any time. However, e~~ Employees in the Supervisory (SU) Bargaining Unit may not discontinue dues deduction during the term of this Memorandum of Understanding, except as otherwise provided in this section.
- E. The County will provide to the Union a list of the new Supervisory (SU) Bargaining Unit employees hired into regular positions represented by the Union on a monthly basis.
- F. Dues deductions from employees who are in another bargaining unit will be allowed if there is no objection from the exclusive representative of that bargaining unit. Employees desirous of such deductions must sign and submit an Employee Payroll Deduction Authorization (PDA) for each type of deduction. All duly authorized PDA's will be processed promptly.
- G. The County shall not be liable to the Union, employees, or any other party by reason of the requirements of this Section for the remittance or payment of any sum other than the constituted actual deductions made from employee' wages earned. The Union shall



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

**Section 2. Maintenance of Membership - GE and, PL and SU Bargaining Units**

Except as specified in this Article 4, Section 3.G., an employee in the GE and PL and SU Bargaining Units who has a dues deduction on file with the Auditor-Controller may not discontinue the employee's dues deduction during the term of this Memorandum of Understanding.

**Section 3. Fair Share Fees**

A. Scope of Coverage

The County of El Dorado (hereinafter known as "the County") and the El Dorado County Employees' Association, Public Employees Union, Local #1, (hereinafter known as Local #1) have entered into a Fair Share Fee Agreement (hereinafter known as "the Agreement") for employees in the General (GE) and Professional (PL) and Supervisory (SU) Bargaining Units as authorized by Government Code 3502.5.

The parties affirm their commitment to an interest-based problem solving approach to issues and disputes that arise during the term of this Memorandum of Understanding.

The Fair Share Fee provision shall extend through the term of this Agreement as permitted by law. Absent agreement on a successor Memorandum of Understanding, and upon conclusion of the designated term of this Agreement, the parties may, in writing, extend the Fair Share Fee provision. Absent written agreement, this Article 4, Section 3, shall expire on December 31, 2004 with action by the Board of Supervisors or on another date mutually agreed to by the parties in writing.

B. Local #1 Responsibilities

Local #1 agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in the General and Professional and Supervisory bargaining units, regardless of whether or not they are members of Local #1. All employees in, and all employees subsequently hired, promoted, demoted or transferred into classifications in the General and Professional and Supervisory Bargaining Units shall as a condition of employment fulfill one of the following:

1. Become and remain a member of Local #1; or
2. Pay to Local #1 a fair share fee in an amount which does not exceed the amount which may be lawfully collected under applicable constitutional, statutory and case law, and which under no circumstances shall exceed the monthly dues, initiation fees and general assessments made during the term of this Agreement; or
3. Do both of the following:

- a. Execute a written declaration to Local #1 with a copy to the Payroll Division of the Auditor/Controller, that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
- b. Pay a sum equal to the fair share fee to a nonreligious, non-labor, charitable fund exempt from taxation under Internal Revenue Service Code Section 501(c) (3), chosen by the employee from the following charities:
  - i. United Way.
  - ii. Volunteer Center of El Dorado County  
Volunteer Action Center (South Lake Tahoe)
  - iii. Women's Center, Placerville/South Lake Tahoe

The employee shall have, on a biweekly basis, a payroll deduction of Union due, fair share fees or charitable contribution.

#### C. Separation From Unit

The provisions of this Agreement shall not apply during period that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term "separation" includes transfer, promotion, demotion, or reclassification out of the unit, lay-off, and leave of absence with a duration of more than thirty (30) days.

#### D. Compliance

An employee in, or hired into, a job classification in the General or Professional or Supervisory Unit represented by Local #1 shall be provided with an Employee Authorization for Payroll Deduction form by Local #1. If the form authorizing payroll deduction for Local #1 dues, fair share fees, initiation fee, or charitable contribution is not returned to Local #1 within thirty (30) calendar days after notice of this fair share and initiation fee, Local #1 may, in writing, direct that the County withhold the fair share fee and the initiation fee from the employee's salary, in which case the employee's biweekly salary shall be reduced by an amount equal to the fair share and initiation fees, and the County shall pay an equal amount to Local #1.

#### E. Forfeiture of Deductions

If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Agreement, no such deduction shall be made for that period.

#### F. Withdrawal From Union

Members shall be able to withdraw their membership by notifying the Union in writing of their desire to withdraw their membership and to become fee payers during the period of May 15-31 of any year. Members may not withdraw from membership at any other

time.

G. Advance Notice of Fair Shares Fees, Fair Share Fee Explanation and Right to Challenge

No fair share service fee shall be collected from any employee who is not paying dues or a fair share fee until the employee has received written notice from Local #1, which includes legally adequate information concerning the breakdown of "chargeable" and "nonchargeable" expenses as referenced in Article 4. Section 3.B.2 above. A prompt opportunity, as provided below, shall be established by Local #1 for challenge of the amount of the fee before an impartial arbitrator. An escrow account shall be set up by P.E.U., Local #1 for the amounts in dispute while such challenges are pending. Specifically, such notice shall, at a minimum, include a Fair Share Fee Explanation and Notice of Right to Challenge as follows:

1. An itemization of the expenditures of P.E.U., Local #1 reviewed and signed by an auditor from a certified public accounting firm in detail necessary for an employee to be able to reasonably determine what portion of regular membership dues would be allocated to the cost of negotiation and contract administration as referenced in Article 4. Section 3.B.2, above.
2. The amount of the fair share service fee. Such fee shall not exceed the proportion of dues calculated as referenced in Article 4. Section 3.B.2. Employees' request for a breakdown of "chargeable" and "non-chargeable" expenses shall be provided by P.E.U., Local #1.
3. The procedure on how non-members may file a challenge with P.E.U., Local #1 to the amount of the fair share fee. Such procedure shall include an escrow account for the monies reasonably in dispute and a final step of arbitration with a neutral arbitrator. Local #1 shall provide the County with copies of all challenges and arbitration decisions. The County shall not be made a party to any administrative or court proceedings to determine the fair share fee.

H. Failure to Provide Fair Share Fee Explanation and Notice of Right to Challenge

Should Local #1 fail to post the required annual Fair Share Fee Explanation and Notice of Right to Challenge set forth above within sixty ( 60) days after the end of the P.E.U., Local #1 fiscal year, the County shall have the right to give Local #1 two pay periods notice to provide the required notice. If Local #1 fails to provide the required notice by the expiration of the two pay periods, then the County shall make no further payroll deductions for fair share fees until such time as Local #1 provides the required notice.

I. Hold Harmless

The authorization for payroll deductions described in this Agreement shall specifically require the employee and Local #1 to agree to hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.

Local #1 shall defend, indemnify and hold harmless, release and save the County and its agents and employees against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the County under this Agreement. This includes but is not limited to the collection and procedures for collection of fair share fees and reasonable cost of County's attorney fees and costs, along with reasonable cost of management preparations time as well.

J. Financial Report

P.E.U., Local #1 shall keep adequate itemized records of its financial transactions and shall make available annually, to the County and to the employees who are members of Local #1, within 60 days after the end of P.E.U., Local #1's fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by P.E.U., Local #1's president and treasurer, or by a certified public accountant.

Failure to provide such a report within sixty (60) days after the end of the P.E.U., Local #1's fiscal year shall result in the termination of all fair share fee deductions without jeopardy to any employee, until said report is filed.

Employees who fail to provide Local #1 with a correct mailing address or who fail to notify Local #1 of changes in their mailing address and who because of such failure do not receive this required notice shall be entitled to such notice only upon contacting Local #1 to request such notice.

K. Rescind Fair Share Fee

This section may be rescinded by a majority vote of the employees in a bargaining unit in accordance with the provisions of Government Code Section 3502.5(b).

**Section 4. Communications with Employees**

The Union shall be allowed by a County department, in which it represents employees, use of available bulletin board space for communications having to do with official organization business. All material posted shall be in good taste and shall not malign the County or its representatives. Such use shall not interfere with the legitimate needs of the department. The designated representative of the Union shall give notice to the department head or his/her designee when contacting departmental employees during the duty period of employees, provided that solicitation for membership or other internal employee organization business shall be conducted only during the non-duty hours of all employees concerned. Non-duty hours are defined as before or after work, lunch periods and rest break periods.

**Section 5. Use of County Buildings**

County buildings and other facilities shall be made available for use of the Union or its representatives during non-duty hours in accordance with such administrative procedures as may be established by the Chief Administrative Officer or department heads concerned.

## **Section 6. Duplicating Equipment**

The County agrees to allow the Union to use County duplicating equipment and facilities subject only to the following conditions:

- A. The Union purchases any required access keys.
- B. The Union reimburses the County promptly upon demand for the actual costs of the use of the equipment and material.
- C. The Union use of such equipment and facilities does not interfere with the use by County employees for County business.

## **Section 7. Attendance at Meet and Confer Sessions**

County employees who are official representatives of the Union shall be given reasonable time off with pay to attend formal meet and confer sessions with management representatives. If selected to participate in negotiations, employees who are assigned to work a night shift, as defined in Article 7., Section 8., shall be provided commensurate release time to be split between two shifts if necessary. The Union shall notify the Director of Human Resources of the names and departments of employees who are official representatives of the Union. Such representatives shall notify their supervisors in writing on the first business day after a meeting has been scheduled of the dates of excused absences. This advance notice may be waived by the Director of Human Resources in unusual circumstances. Except by agreement with the Director of Human Resources, the number of employees released for such purposes shall be two (2) per unit plus the President of the Union. The Union may elect to have one (1) representative from the Supervisory Unit and three (3) representatives from the General Unit.

## **Section 8. Local # 1 Presidential Release Time**

Up to a cumulative total of 200 hours of Presidential Release Time per fiscal year will be provided to members, shop stewards, officers and/or Board of Directors of El Dorado County Employees Association Local #1, to be used for approved Union/County business (non-organizing). Among other uses, Local #1 release time may specifically be used for stewards training. The determination of eligible employees and use of this time will be at the discretion of the President of Local #1. An employee entitled to release time under this section must provide advance notice and receive approval from the employee's supervisor regarding the employee's temporary absence from the workplace.

## **Section 9. Orientation**

During the County orientation program, provided to new employees by the Department of Human Resources, the Union shall be given the opportunity to provide information to new employees who are in classifications covered by this MOU. The Union presentation shall be informational and in good taste.

## **ARTICLE 5. NON-DISCRIMINATION**

There shall be no discrimination in the implementation of this document because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, age or, participation or non-participation in union activities against any employee covered hereby by the Union or the County.

## **ARTICLE 6. WAGES & OTHER RELATED ISSUES**

### **Section 1. Salary Increase**

- A. Classifications within the General, Professional or Supervisory Bargaining Units shall receive the salaries as set forth in Appendix "A".
- B. Classifications of Sheriff's Fiscal Assistant I/II, Sr. Sheriff's Fiscal Assistant, Sheriff's Fiscal Technician, Sheriff's Executive Secretary, Sheriff's Records Supervisor and Sheriff's Fiscal Services Supervisor shall receive pay raises in accordance with the provisions of El Dorado County Charter Section 504.

In addition, classifications of Sheriff's Training Coordinator, Work Program Supervisor, Sr. Work Program Officer, Work Program Officer, Community Services Officer, Sheriff's Technician I/II, Property Evidence Technician and Detention Aide shall maintain approved internal salary relationships with classes cited above in this Section B. and, effective January 1, 2000 and thereafter, through the term of this Memorandum of Understanding, receive salary increases pursuant to El Dorado County Charter Section 504.

- C. Classifications cited in B. above shall receive salaries set in accordance with El Dorado County Charter Section 504 for each calendar year under the following method:
  - 1. If January 1 falls on the first week of a biweekly payroll period, the salaries for the calendar year just beginning shall be effective the first day of that payroll period.
  - 2. If January 1 falls in the second week of a biweekly payroll period, the new salary shall begin at the start of the payroll period which follows the one in which January 1 is contained.
  - 3. It is acknowledged by both parties that this procedure is a negotiated agreement in order to permit the efficient administration of the initiative ordinance which covers the salary setting procedure for these positions.
- D. During the term of this Memorandum of Understanding, the County has the nonappealable right to increase compensation for classifications covered by this Agreement. Prior to implementing any wage increase, the County shall notify, and provide the opportunity to discuss, its intention(s) with Local 1

### **Section 2. Salary Resolution**

A salary range consisting of five steps shall be assigned to all classifications.

A. Entrance Salary

1. New Hires: Except as provided by the Advanced Step Placement Policy, the entrance salary for a new employee will be the first step of the range, for the class to which he/she is appointed.
2. Promotions: Employees who are promoted are eligible for advance step placement under the same provisions as newly hired employees.

B. Salary Step Increases

1. After completion of thirteen (13) biweekly pay periods of service which meets standards at step 1 of the salary range, and upon recommendation of the appointing authority, the employee shall be advanced to the next higher step. If an employee is appointed at a step higher than the first step of the salary range for that classification, the first increase shall be after completion of twenty six (26) full pay periods of service which meets standards.
2. After the completion of twenty six (26) biweekly pay periods of service which meets standards in each of the salary steps above step 1, and upon the recommendation of the appointing authority, the employee shall be advanced to the next higher step in the salary range of that classification until the top of the range is reached.
3. All increases shall be effective on the first day of the biweekly pay period following completion of the required period of service.
4. A change in an employee's salary because of promotion or upward reclassification will set a new anniversary date for that employee. The salary anniversary date for an employee shall not be affected by a transfer, downward reclassification or a demotion. Salary range adjustments for a classification will not set a new salary anniversary date for employees.
5. Unless otherwise provided for herein, Resolutions #227 & 228-84 shall apply and determine anniversary dates, pay change dates, etc.

C. Leave Without Pay

Authorized leave without pay shall not extend an employee's date of eligibility for longevity pay increases and vacation accrual rates. Notwithstanding Article 6, Section 2.B.1.& 2., an employee's eligibility for merit salary step increase shall be extended commensurately for each full pay period an employee is on authorized leave without pay except as provided by law.

D. Salary Status Upon Reemployment

A full time or part time employee who resigns in good standing and is reappointed in the same or closely related class within the same classification series within two years of resignation shall be eligible, with the approval of the appointing authority, to be reappointed at any step up to and including the salary step received prior to resignation.

If the appointing authority wishes to rehire the employee at a step which exceeds the step paid at the time of resignation, approval shall be required consistent with the Early Salary Range Step Advancement Policy. For purposes of vacation accrual and longevity pay, such an employee shall receive credit for the amount of prior service in effect at the time of resignation and shall be restored to the place on the vacation accrual and longevity pay table in effect at the time of resignation.

A full time or part time employee who resigns in good standing and is re-employed by the County in a classification in a different class series or a higher class from which the employee resigned shall, for purposes of vacation accrual and longevity pay, receive credit for the amount of prior service in effect at the time of resignation and shall be restored to the place on the vacation accrual and longevity pay table in effect at the time of resignation.

## **ARTICLE 7. DAYS AND HOURS OF WORK, PREMIUMS & BONUSES**

### **Section 1. Work Schedule**

- A. The appointing authority shall fix the hours of work with due regard for the convenience of the public and the laws of the State and the County.
- B. The County agrees to assign employees to a regular work schedule, the County may change that schedule at its discretion. If the change is of short term duration, i.e., less than two (2) weeks, the County agrees to give employees a minimum of a five (5) working day advance notice of work schedule changes unless agreed to by the employee and department.
- C. Except in an emergency, departments which determine to change a work schedule on a long term basis (for more than two (2) weeks) from a standard work schedule to an alternate work schedule (e.g., 4/10s, 9/80s) or from an alternative work schedule to a standard work schedule (5/8s), or to a different alternative work schedule, the department shall give notice to the affected employee(s) and union and provide the opportunity to meet with the department to discuss the proposed change. Implementation of such change will not occur prior to two full pay periods from the date of notice to the union and employee(s) unless agreed to by affected employees.
- D. In no case may an employee's work schedule be changed during the work week when the purpose of such change is to avoid overtime compensation, unless agreed to by the employee.
- E. Employees shall work eight (8) hours per day, five days per week unless an alternative work schedule is approved in accordance with the procedures set forth herein.
- F. The Chief Administrative Officer at his/her discretion and upon recommendation of a Department Head, may approve alternative work schedules. Alternative work schedules proposed by the Union shall be submitted to the Department Head and the Chief Administrative Officer. Department initiated alternative work schedules shall be submitted to the Union. Upon request by the Union, management shall discuss any proposed alternative work schedules before reaching a decision on implementation.



Decisions on implementation and the reasons therefore shall be communicated to the Union.

- G. Employees shall be allowed rest periods of fifteen (15) minutes during each four (4) consecutive hours of work. Such rest periods shall be scheduled in accordance with the requirements of the individual department but shall generally occur near the middle of each four (4) hour shift. Rest periods are not accumulative and if not taken during the four (4) hour shift, are lost. Rest periods if not taken are lost and may not be accumulated to extend lunch hours or to shorten the work day. Neither shall any additional pay accrue to an employee who misses or loses a rest period.

## **Section 2. Overtime**

- A. Authorization: The Department Head or his/her designee may require and shall authorize the performance of any overtime work in advance of being worked. If prior authorization is not feasible because of emergency conditions, a confirming authorization must be made on the next regular working day.
- B. Definition: Except as provided in Section 4 below, overtime shall be defined as any authorized time worked beyond forty (40) hours in one work week. "Time worked" shall be defined to include holidays, administrative leave, vacation, authorized compensatory time off, sick leave for work related illness or injury and sick leave.
- C. Compensation: Overtime shall be compensated at one and one half (1-1/2) times the employee's basic hourly rate of pay, or at the employee's request and with the department's approval, compensating time off (CTO) may be taken at the rate of one and one half (1-1/2) times off for each hour worked in lieu of overtime pay.
- D. Accumulation and Use of Compensatory Time Off: The maximum accumulation of Compensating Time Off (CTO) shall be **150 160 hrs.**
  - 1. Use of accumulated CTO shall be a time mutually agreeable to the department head and the employee.
  - 2. Upon termination, any employee with accumulated CTO shall have it paid off.
- E. Other Provisions
  - 1. In no case may an employee's work schedule be changed during the work week when the purpose of such change is to avoid overtime compensation, unless agreed to by the employee.
  - 2. Time worked as overtime shall not be used to earn fringe benefits such as but not limited to, sick leave, vacation or PERS service credit, or to serve out probation or merit increase periods. Compensatory time off taken may be used as part of the established work week to earn fringe benefits and to serve out probationary and merit step increases.
  - 3. Employees assigned to positions requiring continuous coverage on a twenty-four

(24) hour per day, seven (7) days per week basis who are held over at the conclusion of their shift for more than thirty (30) minutes without twenty-four (24) hours advance notice will be paid time and one half from the time they are required/ordered to remain at work regardless of the number of hours actually worked during the work week.

4. Overtime shall be paid in accordance with these rules and the provision of the Fair Labor Standards Act.

### **Section 3. On-Call Duty Compensation**

- A. When warranted and in the interest of the County's operations, department heads or their designee may assign employees to "on-call" status.
- B. "On-call Duty" is an assigned duty outside the normal work week assignment during which an employee must remain where they can be contacted by telephone and be ready for immediate call-back to his/her department to perform an essential service.
- C. An employee assigned on-call duty shall be compensated at the rate of \$1.20 per hour for each hour of such duty.

### **Section 4. Call-Back Compensation**

- A. When an employee returns to work because of a department request made after the employee has completed his/her normal work shift and left the work station, the employee shall be credited with two (2) hours plus any hours of work in excess of two (2) hours in which the employee is continuously engaged in work for which he/she was called back.
- B. An employee who is called back, shall be entitled to the aforementioned two-hour minimum only once during a single on-call period or twice during a weekend on-call period.
- C. There shall be no duplication or pyramiding of rates paid under this section. No employee shall be compensated for on-call duty and call-back duty simultaneously. Hours worked on call-back duty shall be deducted from the prescribed on-call duty to determine the appropriate on-call pay.
- D. "Call-back" time is overtime and shall be paid in accordance with overtime pay provisions.
- E. The two-hour minimum shall apply only when an employee is required to physically return to work (e.g. leave home or another off duty location) in order to perform required duties. An employee who performs work after regular work hours, but who is not required to leave home, shall be compensated **with a one (1) hour minimum or actual time spent** at time and one half pay or compensatory time as per the overtime provisions. **The parties agree the one (1) hour minimum is not meant to be provided on a per phone call basis and the duplication and/or pyramiding of pay will be prohibited in this instance.**

- F. Call-back provisions, including the two-hour minimum, shall not apply if an employee is called to work within one hour of their normal starting time. If an employee is called to work within the one hour prior to their normal starting time, they shall be compensated under normal overtime provisions.

**Section 5. Tahoe Employment Differential**

In recognition of limited choices of health care plans and providers and associated costs, employees whose primary work location is in the Tahoe Basin, in addition to their regular biweekly salary, shall receive a total of ninety-two dollars and thirty cents (\$92.30) biweekly. Employees working 20 hours or less in a week shall receive half of this amount.

This differential shall only apply when an eligible employee is in paid status for a majority of their assigned hours in a pay period.

**Section 6. Longevity Pay**

Longevity pay shall be granted for continuous service with the County as follows:

After 10 years	5% of base salary
After 15 years	7.5% of base salary*
After 20 years	10% of base salary*

\* Represents total amount of longevity granted; amounts shown are not cumulative.

Longevity pay increases shall be based upon continuous service with the County in an allocated position or service as described in Article 6. Section 2.D. of this Agreement and shall be effective on the first day of the biweekly pay period following completion of the required period of service.

Base salary is defined as the hourly rate as listed in the Salary Resolution for the employee's classification and step.

**Section 7. Acting Pay Assignments**

When an employee in a permanent position is assigned to work in a higher classification for which the compensation is greater than that to which the employee is regularly assigned, and the employee works in such assignment for more than 15 work days, the employee shall receive compensation for such work retroactive to the first day of the assignment at the rate of pay established for the higher classification pursuant to Section 206 Salary On Promotion of El Dorado County Resolution 227-84, under the following conditions:

- A. The employee is assigned to a program, service or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule and listed in the County's Authorized Personnel Resolution and such authorized position has become vacant due to the temporary or permanent absence of the position's incumbent. A copy of the department head's written approval of this assignment must be submitted to the Director of Human Resources at the start of the assignment.

The nature of the departmental assignment is such that the employee in the lower classification becomes fully responsible for the duties of the position of the higher classification.

- B. Notwithstanding Section 7.A. above, in an exceptional circumstance when a vacancy does not exist but an employee has been assigned to perform duties which exceed the scope of that employee's classification, and when determined and justified at the discretion of the Chief Administrative Officer, the employee will be entitled to pay for a higher classification in accordance with the other provisions of this Section.
- C. Employees selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.
- D. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this agreement.
- E. Higher pay assignments shall not exceed six (6) months except through reauthorization.
- F. If approval is granted for pay for work in a higher classification and the assignment is terminated and later re-approved for the same employee within thirty (30) days, no additional waiting period will be required.
- G. Allowable overtime pay will be paid on the basis of the rate of pay for the higher class.

**Section 8. Shift Differential**

- A. Any regular employee who is assigned to work and actually works a regular shift that is designated as the Swing Shift, shall receive an additional fifty cents (\$.50) per hour over their regular rate of pay for all hours actually worked and overtime hours actually worked during the shift.
- B. Any regular employee who is assigned to work and actually works a regular shift that is designated as the Night Shift, shall receive an additional seventy-five cents (\$.75) per hour over their regular rate of pay for all hours actually worked and overtime hours actually worked during the shift.
- C. Notwithstanding A. or B. above, an employee in a 24 hour facility who is required to work a minimum of four hours of an additional assigned swing or night shift, shall receive shift differential for the hours actually worked by the employee during the shift.
- D. Department Heads shall, with the advance written approval of the Chief Administrative Officer, determine which work hours will be designated as either a Swing or a Night Shift within their respective Departments.

**Section 9. Bilingual Differential**

When a department head designates in writing that an employee must utilize bilingual skill as a required component of the employee's job duties and necessary in the delivery of County

services, an employee will be paid a bilingual differential of \$1.00 per hour for all hours in pay status. The bilingual differential shall be paid for bilingual proficiency in Spanish, Sign Language, or any language determined by the department head in writing as necessary to provide primary services to the public. In order to be eligible to receive such differential, an employee must demonstrate language proficiency acceptable to the department head, as certified in writing to the Director of Human Resources. Written authorizations shall be reviewed and renewed annually.

This differential shall only apply when an eligible employee is in paid status for a majority of their assigned hours in a pay period.

#### **Section 10. After Hours Social Workers**

An employee in the classification of Social Worker III/IV or an employee of the Mental Health Department who is assigned by the appointing authority to be available by phone during the hours the department is closed, in order to respond to emergency calls and perform call back duties as assigned, shall be entitled to the following compensation.

- A. An employee assigned to duties under this Section, shall be entitled to receive, for each workday, a minimum of two hours at the base hourly rate, or pay for the actual hours worked, whichever is greater.
- B. In addition to A. above an employee assigned to duties under this Section shall receive \$1.20 for each hour on call in this assignment.
- C. A part-time employee in the classification of Social Worker III/IV shall accrue eligibility for merit increases based upon an accumulation of hours worked in pay status, excluding on-call hours, and shall be considered for an initial merit increase when the employee's hours in pay status (excluding on-call hours) equals 1040. Each employee shall be considered for subsequent merit increases when the employee's total hours in pay status (excluding on-call hours) equals 2080 hours.

#### **Section 11. Protective Services Premium**

Employees in the classification of Social Worker III who are assigned to Protective Services Programs within the Department of Social Services shall be paid a premium of five percent (5%) below the base salary range for the classification of Social Worker IV-B. This premium shall be paid only for all hours in pay status while the employee is assigned to perform the duties of the following programs/functions: Child Protective Services and Adult Protective Services.

#### **Section 12. Certification Program**

- A. The County shall provide a certification program for all eligible Development Services Department employees. Compensation for possession of one or more valid certificates as specified below, provided, however, no employee may receive more than \$200 per month, for possession of any or all of the following certificates on a quarterly basis.

The titles of the certificates as well as the issuing organization and compensation are as

follows:

(Dollar amounts represent monthly amounts for certification listed.)

ICBO	Building Inspector Certificate (\$25.00) or
ICBO	Combination Inspector Certificate (\$50.00)
ICBO	Combination Dwelling Inspector Certificate (\$25.00)
ICBO	Combination Light Commercial Inspector Certificate (\$50.00)
ICBO	Permit Technician (\$25.00)
IFCI	Uniform Fire Code Inspector Certificate (\$25.00)
CEC	Energy Plans Examiner Certificate (\$25.00)
ICBO or IAPMO	Plumbing Inspector Certificate (\$25.00)
ICBO or IAPMO	Mechanical Inspector Certificate (\$25.00)
ICBO	Electrical Inspector Certificate (\$25.00)
ICBO	Plans Examiner Certificate (\$50.00)
CABO	Building Official Certificate (\$75.00)
ICBO	Reinforced Concrete Special Inspector Certificate (\$25.00)
ICBO	Prestressed Concrete Special Inspector Certificate (\$10.00)
ICBO	Structural Masonry Special Inspector Certificate (\$25.00)
ICBO	Structural Steel/Welding Special Inspector Certificate (\$25.00)
CCEC or SCACEO or AACE	Code Enforcement Officer (\$25.00)

ICBO	= International Conference of Building Officials
IAPMO	= International Association of Plumbing and Mechanical Officials
IFCI	= International Fire Code Institute
CEC	= California Energy Commission
CABO	= Council of American Building Officials
CCEC	= California Code Enforcement Corporation
SCACEO	= So. California Code Enforcement Official
AACE	= American Association of Code Enforcement

- B. Proof of a valid certificate shall be accomplished by providing the actual certificate or an official notification letter from the certifying agency stating that the employee has successfully passed the examination for that certificate. Current employees shall not be eligible for retroactive payment of certification pay but only shall become eligible for the additional compensation effective the first of the month in which acceptable proof is submitted to the County.
- C. Eligibility for compensation under this program will cease on the date specified on the certificate or upon such date the issuing agency withdraws, decertifies or terminates such certificate, unless proof of successful passage of the certification renewal examination is provided to the County. If compensation is terminated for any of the foregoing reasons, eligibility will be reinstated only upon proof of renewal of certification, and then only on the first of the month following the month in which the renewal certification is provided.

### **Section 13. Project/Team Leader Differential**

Employees in the class of Information Technology (IT) Analyst in the Information Technology Department who are assigned responsibility to be project/team leaders as defined in department guidelines shall be paid a 10% differential over the employee's base hourly rate for all pay status hours during the term of such assignment.

### **Section 14. Premium Pay Survey**

The County and the Union agree to conduct during the term of this contract, but no later than December 15, 2005 a survey of comparable jurisdictions/employers of the following premium pays provided to employees:

- Certification Pay
- Tuition Reimbursement
- Tahoe Employment Differential
- Uniform Allowance
- Call Back Pay
- On Call Compensation
- Protective Services Differential
- After-hour Social Worker Differential
- Shift Differential
- Bilingual Pay
- Longevity Pay

The parties agree to meet and confer no later than July 15, 2006 regarding adjustments to premium pays.

### **Section 15. Psychiatrist On-Call Pay**

#### **A. FLSA Status**

1. The parties agree that Psychiatrists are exempt employees under the Fair Labor Standards Act (FLSA) but subject to the provisions of this MOU. An employee in the class of Psychiatrist who is assigned to be in an "on-call" (i.e., medical backup) status to provide emergency psychiatric services shall receive two (2) hours of pay at the Psychiatric Clinician Extra Help rate for each on-call shift so assigned. An "on-call", (i.e., medical backup) shift shall include all hours within a 24 hour period in which the Psychiatrist is assigned to be medical backup.
2. On weekends and/or holidays, an employee assigned to a 24 hour on-call shift and who returns to the Psychiatric Health Facility to make "rounds" shall, in addition to the above, receive an additional two (2) hours of pay at the Psychiatric Clinician Extra Help rate.
3. This provision codifies the historical pay practice of the Mental Health Department and reflects the full and complete understanding of the parties regarding pay entitlement for Psychiatrists assigned to such on-call duty.

B. In addition to the provisions of A.1. and 2. above, an employee assigned to a 24 hour

on-call shift (i.e., medical backup) and returns to the Psychiatric Health Facility on a weekend and/or holiday to make "rounds" shall, in addition to the on-call pay specified in A.2. above, receive pay at the Psychiatric Clinician Extra Help rate for any additional hours actually worked over two hours in which the employee is continuously engaged in work for which the employee is called back.

- C. A Psychiatrist who is called back to work, other than on weekends or holidays, shall receive callback pay in accordance with the provisions of Article 7, Section 4 A, B, D, and F of the MOU.

#### **Section 16. Hazardous Materials Assignment Differential**

Effective the beginning of the first full pay period following adoption by the Board of Supervisors, employees in the Senior Environmental Health Specialist classification in the Environmental Management Department who are assigned by the Director of Environmental Management the responsibility to perform the full scope of hazardous materials duties under the Certified Unified Program Agency (CUPA) shall receive a 9.5% pay differential over the employee's base hourly rate (for all pay status hours during the term of such assignment). When such an assignment is terminated at the discretion of the Department Head and the employee in the classification of Senior Environment Health Specialist is no longer performing hazardous materials duties, the employee will no longer be entitled to the 9.5% differential. Such loss of this differential pay shall not be considered a performance issue and as such is not subject to appeal or to the grievance procedure.

#### **Section 17. POST Certificate Pay**

Employees in the class of Senior Investigator (Public Defender) shall, in-lieu of longevity pay, receive 3.5% of base salary for possession of an Intermediate POST Certificate, and 5.0% of base salary for possession of an Advanced Certificate, for a total of 8.5%.

#### **Section 18. CPA and CPA-G Certification**

An employee in the classes of Accountant, Senior Accountant, Accountant Auditor, Supervising Accountant Auditor, Cost Accountant, or directly related classes who are charged with performing professional accounting responsibilities and who are California Certified Public Accountants holding a current California CPA certificate shall receive a differential of 10% of base salary for possessing such certification.

An employee in the classes of Accountant, Senior Accountant, Accountant Auditor, Supervising Accountant Auditor, Cost Accountant, or directly related classes who are charged with performing professional accounting responsibilities and who are California Certified Public Accountants holding a current California CPA-G certificate shall receive a differential of 5% of base salary for possessing such certification.

#### **Section 19. Seasonal Employee Program**

##### **A. Applicability**

1. Positions in the classification of Senior Engineering Technician and Engineering Technician/Engineering Aide may be filled on a permanent, seasonal basis at the



sole discretion of the appointing authority. Nothing in this section is intended to create new positions or classifications for the permanent, seasonal employee program.

2. For the purposes of recruitment, eligibility lists for permanent, seasonal positions may be established separately from those lists established for permanent, year-round positions at the sole discretion of the appointing authority.
3. Seasonal Engineering Technicians may request to be reassigned to a vacant, non-seasonal, year-round, Engineering Technician positions without participating in another formal recruitment process.

#### B. Work Schedules and Overtime

1. Employees appointed to seasonal positions of Senior Engineering Technician and Engineering Technician /Engineering Aide shall be assigned seasonal full-time work schedules as determined by the appointing authority or designee.
2. Employees who work approved and authorized overtime shall be compensated for overtime in accordance with the provisions of Article 7, Section 2.

#### C. Benefits

1. Employees participating in the seasonal program shall be subject to the same County policies as full-time regular (year-round) employees with the exceptions described below in regard to Medical/Dental benefits. Employees shall accrue benefits provided to full-time regular (year-round) employees pursuant to Article 9, Section 1, with the exception of the following:
  - a. Provisions governing employee participation and contributions to the County medical/dental plan during the construction season are as defined in Article 9, Section 1.
  - b. During the period of no work, the County shall, for seasonal employees covered under this Agreement and who participate in the County's medical plan, make the following contributions:
    - i. The County shall contribute 100% of the County contribution for a full time seasonal employee when the employee has more than 1,664 hours in pay status (excluding overtime) during the current construction season.
    - ii. The County shall contribute 75% of the County contribution for a full-time seasonal employee when the employee has achieved between 1,040 and 1,663 hours in pay status (excluding overtime) during the current construction season.
    - iii. The County shall contribute 50% of the County contribution for a full-time seasonal employee when the employee has achieved between 840 and 1,039 hours in pay status (excluding overtime) during the current construction season.

D. Probationary Period

1. Newly hired employees in the classes of Senior Engineering Technician and/or Engineering Technician/Engineering Aide will serve an initial probationary period in accordance with Article 11, Section 1. Upon achieving civil service status, said employees will not be required to serve a probationary period in subsequent seasonal cycles.
2. Permanent, full-time (year-round) employees who have already achieved civil service status in the classes of Senior Engineering Technician and/or Engineering Technician/Engineering Aide, who apply for and are successful in securing employment in a seasonal position shall not be required to serve a new probationary period or a probationary period in subsequent seasonal cycles.
3. Seasonal employees who achieve civil service status in the Senior Engineering Technician or Engineering Technician/Engineering Aide classes shall have time in pay status in the seasonal position counted toward service accrued in the respective Senior Engineering Technician or Engineering Technician/Engineering Aide classes.

**ARTICLE 8. ALLOWANCES FOR WORK-RELATED EXPENDITURES**

**Section 1. Tuition Reimbursement for Accredited Academic Courses**

A. Employee-Requested Courses

1. Applicability:

This Section shall apply only to courses requested by the employee in accordance with the criteria set forth below and submitted on a form to be provided by the County.

2. Requirements for Partial Reimbursement of Tuition:

- a. The requesting employee must be and have been in a regular full-time position in the County for at least two (2) years prior to the start of the course in question.
- b. The subject matter of the course must be directly related to the employee's present position or to a position within the normal line of promotion within County service for the employee's current classification.
- c. The employee's attendance at the course will not interfere with his/her normal duties, responsibilities or work hours.
- d. The employee agrees in writing to repay the County, upon termination, any tuition reimbursement received from the County within a twelve (12) month period prior to his/her termination.
- e. Requests for reimbursement shall be submitted to the County and approved

prior to the commencement of the course in question.

3. Limitations

- a. In order for requests to be granted, funds for tuition reimbursement must be available for that purpose in the departmental budget.
- b. Reimbursement shall be available at the rate of fifty percent (50%) of actual costs of the tuition fee (does not include books, documents, other materials, mileage, travel costs, or other incidental expenses incurred by the employee).
- c. The County may limit its reimbursement to the actual amount not reimbursed to the employee by some other source if such amount is less than fifty percent (50%) of the tuition fee.
- d. Nothing shall prohibit the County from placing a reasonable dollar limit on tuition reimbursement which may be received by an employee in one fiscal year.
- e. To be eligible for reimbursement, the employee must present satisfactory proof of a final grade of "C" or better for the approved course and of the amount of tuition paid by the employee.

B. County-Required Training

Education or training required by the County as a condition of continued employment in the employee's present position shall be reimbursable at 100% or paid directly by the County and shall take place on County time if possible. Reimbursement shall be in accordance with the Board of Supervisors Travel Policy, D-1.

**Section 2. Mileage Reimbursement**

The rate of reimbursement for employees' use of private vehicles on County business shall be the rate as determined by the Internal Revenue Service.

**Section 3. Sheriff's Department Employees - Uniforms and Meals**

- A. Full-time employees in the following classes or work units who are required to wear a uniform shall receive a uniform allowance of \$340 per year: Work Program Supervisors, Community Service Officers, clerical employees who work as booking clerks, the Placerville department receptionist, and clerical employees in the Records section. This uniform allowance shall be paid in January of each year.

Such employees shall be required to wear the prescribed uniform and comply with the Sheriff's department policy related to wearing of such uniforms. In no way shall the application of this provision be construed to imply any expectation of performance in active law enforcement nor eligibility for benefits associated with law enforcement or correctional activities.

- B. Notwithstanding Section 3.A. above, uniforms or work clothes shall be provided to

employees and replaced as necessary as determined by the Department Head or designee in classifications other than those specified above who are required by the Sheriff to wear uniforms or work clothes.

- C. The County will provide to employees covered by this Agreement, who work in the Jail, one meal per shift if the employee is required to remain on-site during the meal period. The provided meal shall be the same meal which is prepared for inmates.

#### **Section 4. Uniforms and Uniform Allowances**

- A. For Department of Transportation employees assigned to work for a majority of their assigned hours in the Soils Lab, the County will pay Eleven Dollars and Fifty-Three Cents (\$11.53) biweekly for each employee who is required to wear a County provided uniform/work clothes, and where the employee must maintain those uniforms/work clothes.
- B. Department of Transportation employees whose duty assignment primarily involves field work shall receive, upon request, six (6) uniform shirts. Department of Transportation employees whose duty assignment primarily consists of office work and only occasional field work shall receive, upon request, two (2) uniform shirts. Employees who receive uniform shirts shall be required to wear them in the performance of their field work duties. Uniform shirts shall be replaced as necessary as determined by the Department Head.

It is understood that the Department head retains the right to mandate the wearing of specific clothing when it addresses specific safety needs of the employee, the public and/or the Department.

#### **Section 5. Boot Allowance**

Employees in the Department of Transportation who are required by the Department to wear boots, or other specific footwear for safety, shall receive on the pay days of Pay Periods 02 and 15 of each year, a boot allowance of fifty dollars (\$50.00).

### **ARTICLE 9. EMPLOYEE BENEFITS & RETIREMENT**

#### **Section 1. Medical/Dental**

- A. The County and the Union have agreed to work together during the term of this Memorandum of Understanding (MOU) to develop an approach to the ongoing challenges related to health insurance. A mutual goal of the County and the Union is to limit and manage the potentially devastating impacts of health plan costs on both County employees and the County's budget.

To begin addressing this goal, the County and the Union agree to implement a standardized cost sharing for the health insurance premium contribution rates, with the County paying 80% of the premium and the employee paying 20% of the premium, effective January 7, 2006.

The County shall endeavor to establish equivalent Health Plan contributions rates with

other bargaining units with MOUs open prior to December 2007. As used in this paragraph, "equivalent" shall mean substantially the same relative percentage contribution by the County and the employee for Health Plan premiums as based on a calculated composite rate. The Union may request a re-opener and meet and confer regarding Health Plan contribution rates should the County implement Memorandum of Understanding with other bargaining units that do not establish an equivalent contribution rate during the term of said contract.

**B. Health Care Participation Rates:**

1. The County shall continue to provide the Medical Supplemental Contribution through July 8, 2005. The current Supplemental Contribution rates are: Employee Only \$13.50, Employee +1 \$44.50, Employee + 2 or more \$52.50.
2. As of the pay period beginning July 9, 2005, the County shall contribute 83% of the cost of the health plan premium rates as established by the Board for the 2005/2006 plan year. Employees will contribute 17% of the premium cost.
3. As of the pay period beginning January 7, 2006, the County shall contribute 80% of the cost of the health plan premium rates as established by the Board for the 2005/2006 plan year. Employees will contribute 20% of the premium costs.
4. The 80%/20% contribution formula shall continue for the balance of the term of this MOU.
5. The County recognizes the proposed changes to the health plan contribution levels for the plan year 2008/2009 would result in an overall decrease in remuneration for employees covered by this bargaining unit. In recognition of this situation the County has proposed to allow a one time exception to the previously negotiated normal and customary deductions for the employer and employee share of health insurance premium contributions.

Effective June 21, 2008, the contributions for the 2008/2009 health plan year will be as follows:

	County	Employee
	<u>Contributions</u>	<u>Payroll Deductions</u>
<u>Employee Only</u>	<u>\$244.20</u>	<u>\$58.80</u>
<u>Employee + One</u>	<u>\$460.20</u>	<u>\$110.80</u>
<u>Employee + Two</u>	<u>\$615.80</u>	<u>\$148.20</u>

For part-time employees, hired on or after September 7, 1991, the County will contribute a prorata share of the costs listed as specified in Article 9, Section 1.D. below. The sum of the County and Employee Contribution shall constitute full payment, excluding deductibles, co-payments, and other fees and charges as specified in the Plan.

For purposes of this section, a full-time employee is defined as an employee in an allocated position whose regular work schedule on an ongoing basis is 80 hours of work

in each pay period; a part-time employee is defined as an employee who is in an allocated position and whose regular work schedule on an ongoing basis is less than 80 hours of work in a pay period.

In order to be eligible for County contribution, other than required by law, a full-time employee must be in pay status, i.e., where the employee is receiving pay from work hours, compensatory time off, vacation or sick leave in accordance with Paragraph B. below. An employee who is receiving Worker's Compensation temporary disability shall be eligible for continuation of the County's contribution until such time as eligibility for Worker's Compensation temporary disability ceases.

An employee who ceases to be eligible for County Contributions must pay directly to the Auditor's Office the full amount of employee and County contribution in order to retain benefit coverage under the County-sponsored Health/Dental benefit plan.

The County will not contribute toward the cost of any plan other than those specifically sponsored by the County.

- C. Health Plan Benefits: Effective July 1, 2002, the following benefit changes shall be implemented for the County's self-funded Health Plan administered by Blue Shield:

Deductible:	\$200 per person/\$400 per family
Out of Pocket Maximum:	\$1,000 per person/\$2,000 per family
Co-insurance:	80%/20% In Plan Provider 60%/40% Out of Plan Provider
Prescription Drugs Co-pays:	\$10 generic \$15 formulary brand \$30 non-formulary brand
Emergency Room Co-pay:	\$50 (waived if admitted)

- D. Part-time Employees: Any part-time employee and dependents who, on September 6, 1991, are being provided with the same benefit contribution as full-time employees, will continue to receive full-time benefit contribution throughout the term of this Memorandum. A part-time employee, hired on or after September 7, 1991, whose regular work schedule is more than 32 hours per pay period shall be eligible to participate in the health/dental insurance programs on a prorata basis according to the following schedule.
  1. The County shall pay the full County contribution to the health/dental costs as specified in Article 9. Section 1.B. above for a part-time employee whose regular work schedule as documented on the payroll personnel form is between 64 to 79 hours per pay period on an ongoing basis; the Employee Contribution will be automatically deducted from the biweekly pay check.
  2. The County shall pay 75% of the County contribution to the health/dental costs as specified in Article 9. Section 1.B. above for a part-time employee whose regular work schedule as documented on the payroll personnel form is 40 to 63 hours per pay period on an ongoing basis; the remaining 25% of the County Contribution plus the Employee Contribution will be automatically deducted from the biweekly pay check.

3. The County shall pay 50% of the County contribution to the health/dental costs as specified in Article 9. Section 1.B above for a part-time employee whose regular work schedule as documented on the payroll personnel form is 32 to 39 hours per pay period on an ongoing basis; the remaining 50% of the County Contribution plus the Employee Contribution will be automatically deducted from the biweekly pay check.
4. Part-time employees whose regular work schedule is less than 32 hours per pay period shall not be eligible for participation in the County health/dental insurance program.

A part-time employee may work additional or fewer hours than the employee's "ongoing" work schedule without changing the prorata contribution. The prorata contribution level may only be changed by amending the Payroll Personnel Form which documents the change to the ongoing work schedule. An employee who believes the employee's regular ongoing work schedule has been modified, can submit a written request to the department head to formally change the ongoing work schedule.

5. Full-time employees, who are required to reduce their work schedule (to part time) as a result of a compensable injury under the Workers Compensation law that occurred during their employment with the County, shall maintain the same health insurance contributions as full-time employees.

#### E. Enrollment

1. Employees may enroll themselves and their eligible dependents in accordance with the provision of the Plan.

Employees may opt not to be covered by a County sponsored medical/dental plan. In such case, neither the County nor the employee shall be required to make the contributions specified in Article 9. Section 1.A or B above.

2. Open Enrollment: The County will continue annual health benefits Open Enrollment Periods for employees. Election periods will occur during June of each year for coverage changes to take effect July 1 of each year. During an Open Enrollment Period, eligible employees may enroll themselves and eligible dependents in the County-Sponsored health plan of their choice. The Pre-Existing Condition exclusion in the County-Sponsored Blue Shield Plan will be reduced by one day for each day an employee has been enrolled in any El Dorado County Sponsored health plan.

#### F. Terms & Conditions

1. County sponsored medical/dental plan coverage starts the first day of employment and ends the last day of employment. Retirees, at their own expense, may continue to be enrolled in the County-sponsored plan, or may be eligible for contributions pursuant to Article 9, Section 9.B. Health Plan coverage shall be in accordance with the provisions of the Plan. Employees who retire or who separate

from County service may, at their own expense, continue to be enrolled in the County sponsored plan in accordance with provisions of the plan or as provided by law.

2. The parties agree that the County Medical/Dental Plan is a Defined Benefit Plan, and that the County is required to provide the specified benefits during the term of this MOU regardless of the level of contribution by the County and its employees.
3. The County will, during the term of this Memorandum of Understanding, maintain a vision care component (\$25 deductible, exam every 12 months, lenses and frames every 24 months) for employees and their dependents who are enrolled in the County Medical/Dental Plan.

#### G. Development & Implementation of a New Healthcare Plan

The parties agree that the County may elect to modify the County Self Insured Plan, may change to a fully insured Health Plan or may elect to make no change. Prior to making such determination, the County shall provide the Health Plan Advisory Committee a reasonable amount of time, not to exceed fifteen (15) calendar days to evaluate and make recommendations regarding the options being considered by the County. When one of the above-described options is selected by the County, then the amount of County and employee contributions shall be negotiated by the parties; the benefits shall be those currently provided or those provided by either the modified Self Insured Plan or the new Plan.

The parties agree to hold Health Plan Advisory Committee meetings as necessary to review and address future healthcare options. The County and Union will exert their best good faith efforts to reach a resolution by April 15, 2004.

In the event that a new healthcare plan is implemented, Article 9, Section 1, paragraph F2 (previously designated as D2) of this Memorandum of Understanding is waived.

#### H. Continuation of Medical/Dental Plan - Military Call-Up

An employee who is a member of the United States reserve armed forces or the National Guard and is called to or volunteers for active military duty in response to a call-up by the President of the United States as provided for by law, shall continue to be eligible for coverage under the applicable medical/dental plan, notwithstanding the employee's absence due to the call-up or ineligibility due to such absence. Coverage shall continue for a period of time as specified by the Board of Supervisors. In no case shall the coverage continuation be less than one (1) year from the date the employee commences an approved military leave of absence, or until the employee returns from active duty, whichever occurs first. Such continuation of coverage is contingent upon being allowed under the respective health care plan of the employee.

The County shall continue the same level of its contributions for the employee absent on military leave and that employee's dependents as would apply to other employees in the same classification and bargaining unit. The employee will be responsible for any contribution toward dependant coverage specified in the MOU. Pursuant to these provisions, the employee absent on military leave shall not be required to use



accumulated paid leave in order to be eligible for continuation of coverage and the county's contribution to the medical/dental plan.

Prior to being considered eligible for continued coverage under these provisions an employee shall be required to provide documentary evidence, satisfactory to the County, of the employee's active duty status and shall also be required to notify the County in writing within ten (10) days of the employee's return to inactive duty status. Upon the employee's discharge from active duty status, the standard provisions of Article 9 of this Memorandum of Understanding shall apply with full force and effect.

## **Section 2. Life Insurance**

The County shall provide a \$20,000 Group Life Insurance Plan for each employee who is regularly scheduled to work at least 60 hours per pay period. Accidental Death and Dismemberment coverage is included in this Plan.

## **Section 3. Long Term Disability**

The County shall provide a Long Term Disability (LTD) Insurance Plan with a maximum LTD benefit of \$3,000/month for eligible employees.

## **Section 4. State Disability Insurance**

The County shall allow employees to integrate their sick leave and/or vacation benefits with their SDI coverage to provide up to 100% of the employee gross base salary. The individual employee shall pay the cost of State Disability Insurance.

## **Section 5. Plan Documents or Contracts Controlling**

While mention may be made in this Memorandum of various benefits and provisions of benefit programs, specific details of benefits provided under the County Health/Dental Plan, Life, Worker's Compensation and Long-Term Disability Programs shall be governed solely by the various plan documents or insurance contracts and/or policies maintained by the County.

## **Section 6. Injury or Illness Leave Time**

The County and the Union agree to the following principles in regard to "leave time" associated with employee injury and illness:

- a. When an employee is off work due to an illness or injury (Worker's Compensation), the County will work with the Union to offer a plan that allows for crediting of service time to the extent possible under the law and PERS rules. The parties understand that employees' use of their accrued time, i.e., sick leave, vacation, etc., counts as service credits for PERS purposes.
- b. Family Medical Leave Act (FMLA) and California Family Medical Rights Act (CFRA) leave shall begin to count towards and employee's twelve (12) month entitlement from the first day of the FMLA/CFRA qualifying event, with notice to the employee. All terms and conditions of the FMLA/CFRA shall apply.

- c. Employees off work due to a medical leave of absence shall be required to use accumulated sick leave, which may include being integrated with SDI, LTD, Worker's Compensation, etc., if necessary, before going on any other County paid or unpaid leaves. Employees may elect to "bank" up to eighty (80) hours of their sick leave for use upon their return to work. Employees will be allowed to use accumulated vacation, compensatory time off, etc., during a medical leave.
- d. For employees who are off work and eligible for FMLA, the County will continue its portion of health insurance contribution on the employee's behalf (employee will be responsible for their portion), up to the time of the employee's separation from County service, not to exceed an aggregate of twenty-six (26) pay periods from the first day of the employee's absence due to the injury/illness. The "16 hour" requirement for health insurance is no longer in effect.
- e. The County will conduct periodic assessments of the status of an employee on medical leave. Assessments will be conducted at thirty (30) days of leave (or 90 days of limited duty) and at least every ninety (90) days thereafter. The employee will be provided with the opportunity to provide input into the assessment.
- f. At any point the medical condition of an employee appears to be permanent, long term, of uncertain duration or likely to preclude the employee's ability to return to work, the County will move to separate the employee and, if appropriate, make application to PERS for a disability retirement on behalf of the employee who is PERS eligible. If an employee is not eligible for PERS, then the County will move to refer the employee to long-term disability (LTD). Notwithstanding Article 10, Section 3.F., Payment for Unused Sick Leave, employees medically separated under disability retirement shall be paid all of their unused accrued sick leave. If an employee is denied disability under PERS or LTD, the employee will return to work.
- g. Employees who return to work and are receiving Worker's Compensation benefits, and have follow-up doctor's appointments related to their worker's Compensation injury/illness, may use County paid time for these doctor's visits. Eligibility for use of County paid time for these doctor's visits is limited to up to forty-eight (48) hours per injury
- h. The County and Local 1 agree to explore a "Medical Intervention" concept related to medical leaves of absence. The County and Local 1 also agree to encourage employees on medical leaves to return to work as soon as possible, in a "light duty" capacity if possible.

#### **Section 7. Employee Assistance Program**

The County agrees to maintain the Employee Assistance Program for employees in the bargaining units.

#### **Section 8. IRC 125 Plan**

The County agrees to provide an IRC 125 Plan for employees covered by this Memorandum of Understanding who are in the County self-funded Health Plan for the sole purpose of providing for employee paid Health Plan contributions to be paid through the IRC 125 account.

**Section 9. Retirement Issues**

- A. Except as specified in Section 9.B. below, the County will pay that portion of each employee's PERS contribution equal to 7.0% of reportable compensation.
- B. New Employee PERS Contributions - Notwithstanding Section 9.A above, new employees hired on or after March 5, 1994, shall pay the full 7.0% employee share of PERS contribution for the first twenty-six (26) pay periods of continuous County service. At the expiration of twenty-six (26) pay periods of employment, the County will pay 3.5% of the employee's contribution to PERS from the twenty-seventh (27th) to fifty-second (52nd) pay period of continuous County service. Beginning with the fifty-third (53rd) pay period of continuous County service, the County will pay 7.0% of the employee's PERS contribution.

The County agrees to continue the provisions contained in Section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions to P.E.R.S.

- C. Retiree Health Contribution - Effective January 1, 2001 and subject to the provisions of the Retiree Health Benefits Contribution Plan Document, an employee who retires from County service after July 1, 1999, and who has attained a cumulative total completed years of service (excluding extra help service and provisional) with El Dorado County as specified below, shall be entitled to the percentage monthly contribution of the "employee only" Blue Shield rate toward a County-Sponsored Health Plan as follows:

Level 3	20 years plus	67%
Level 2	15-19 years	50%
Level 1	12-14 years	33%

Part-time employment (excluding extra help and provisional) shall be treated in accordance with the Retiree Health Benefits Contribution Plan Document.

County contributions for all bargaining units under this program shall not exceed 1.2% of total County payroll costs during any given fiscal year pursuant to the provisions of the Retiree Health Benefits Contribution Plan Document.

In lieu of the above, a retiring employee with 20 or more years of service with the County of El Dorado shall have a one-time irrevocable option to elect four (4) years of contributions, at the Blue Shield employee-only rate, toward a County-Sponsored Health Plan or Alternate County-Sponsored Health Plan in which the retiree is otherwise eligible to enroll. Retired employees have the option to include eligible dependents at additional cost.

- D. Medicare Option, Employees Currently Not Enrolled - As soon as feasible, but no later than January 1, 2001, and as permitted by law, the County shall implement an option for

employees currently not participating in Medicare.

- E. 1959 Survivors Benefits - The County will provide to employees Level 3 of the 1959 Survivors Benefits, as defined in PERS Section 21573. Each employee shall contribute .93 cents per pay period as required by PERS regulations. This benefit applies to employees currently enrolled in the 1959 Survivor Benefits option.
- F. The County agrees to immediately request an actuarial from CalPERS to determine costs for enhanced retirement options: 2.5@55, 2.7@55, and 3@60, pursuant to a previous tentative agreement between the County and the Union dated October 23, 2003. The County also agrees to share the results of said actuarial with the Union upon receipt.

Should there be a fee incurred for this actuarial, the County and the Union agree to share the costs equally.

## **ARTICLE 10. PAID LEAVES**

### **Section 1. Holidays**

A. The following days shall be the official County holidays:

1. January 1 - New Year's Day
2. January (Third Monday) - Martin Luther King Jr.'s Birthday
3. February (Third Monday) - Washington's Birthday
4. May (Last Monday) - Memorial Day
5. July 4 - Independence Day
6. September (First Monday) - Labor Day
7. November 11 - Veteran's Day
8. November - Thanksgiving Day
9. November - Friday after Thanksgiving
10. December 24 - Christmas Eve \*  
(When December 25 falls on a Thursday, December 26, the day after Christmas, shall be observed as a County holiday in lieu of Christmas Eve.)
11. December 25 - Christmas Day

In addition to which every day appointed by the President or Governor, upon concurrence by the County Board of Supervisors, for a public fast, Thanksgiving, or holiday shall also be considered as a holiday for purposes herein.

B. Floating Holidays - In Lieu of Lincoln's Birthday and Columbus Day

Regular employees shall be entitled to up to sixteen (16) hours of floating holiday time. This time will be credited in pay period 01 of each year.

Newly hired regular employees (hired after pay period 01 but before pay period 13) shall be entitled to eight (8) hours of floating holiday time in their first year of employment. This time will be credited in pay period 13 of the new employee's first year.

Floating holidays shall be taken at a time agreeable to both the employee and the appointing authority. Part time employees shall receive this holiday time on a pro rated basis.

Lincoln's Birthday and Columbus Day will not be considered holidays for payroll purposes. Floating holiday time must be used by the last day in pay period 26 and is not subject to the payoff provisions. Any unused floating holiday time will be lost.

- B. If a holiday falls on a Sunday, the following Monday shall be observed as the holiday in lieu thereof. If a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday in lieu thereof. In years in which December 24th falls on a Sunday, the County shall also observe December 26th as a holiday (Tuesday). In years in which December 25th falls on a Saturday, the County shall also observe December 23 as a holiday (Thursday).
  - 1. If an employee works a nonstandard (rather than Monday through Friday) work schedule, their first day off shall be treated as if it was a Saturday and their second day off as if it was a Sunday.
  - 2. It is the intent of this section to give all full time unit employees the same number of days off [thirteen (13) eight-(8) hour days] with pay for holidays.
  - 3. Employees occupying positions which must be staffed seven (7) days per week regardless of holidays shall observe holidays on the actual day.
- C. If a full-time or part-time employee is required to work on a holiday, the employee shall be entitled to be compensated at the overtime rate. Overtime shall be compensated in cash or in compensatory time off (CTO) in accordance with the provisions of Article 7, Section 2.C.
- D. Regular employees shall be entitled to take all authorized holidays at their base pay, including longevity, not to exceed eight (8) hours for any one (1) day, provided they are in a pay status on both their regularly scheduled work days immediately preceding and following the holiday. Part time employees shall be entitled to holiday pay in proportion to the percentage of full time hours worked during the biweekly pay period which includes a holiday.

## **Section 2. Vacations**

Unit employees receive vacation benefits consistent with the provisions of Resolution 227-84, Section 302-302.3 of the El Dorado County Compensation Administration Resolution, summarized below, subject to the provisions herein:

- A. Accumulation Earned
  - 1. Under four years employment: .03875 per hour on pay status (3.1 hours earned per full pay period paid.)  
Maximum accumulation of 240 hours.
  - 2. Between the fourth and eleventh years: .05875 per hour on pay status (4.7 hours

earned per full pay period paid).  
Maximum accumulation of 320 hours.

3. Over eleven years: .0775 per hour on pay status (6.2 hours earned per full pay period paid).  
Maximum accumulation of 320 hours.

B. Limitations

Extra-help, CETA or other employment time may not count toward the required continuous service for vacation benefits.

C. Donation of Vacation Time

An employee may donate in four (4) hour increments his/her accumulated vacation time to another employee who has exhausted their sick leave and vacation leave due to an extended, catastrophic or serious medical condition of the employee, or member of the employee's immediate family (child, spouse, parent, or person for which the employee has been designated as legal guardian). An employee may also donate vacation time, pursuant to the form above, in the event of the death of an employee. Such donation shall be on a form prescribed by the County Auditor. The hours donated will be deducted from the donating employee's accumulated balance and credited to the accumulation vacation account of the employee receiving the donation. The accepting employee shall be responsible for payment of any applicable taxes. The County shall withhold any amounts authorized or required by law.

**Section 3. Sick Leave**

A. Accrual

Every regular employee shall accumulate sick leave at the rate of .04625 per hour on a pay status, calculated on the basis of actual service (3.7 hours earned per full pay period paid). There is no maximum accumulation. The accumulation rate for sick leave is based upon regular hours worked, not overtime hours.

B. Eligibility

New employees are eligible to use sick leave with pay after completion of two (2) full biweekly periods of continuous service with El Dorado County.

C. Verification

Employees are required to notify their supervisor as soon as possible of their absence due to illness or injury. A department, depending on its internal record keeping, may require an employee upon returning after an absence due to illness or injury, to fill out a sick leave request form or record of sick leave use. A Department Head may require a physician's statement or acceptable substitute from an employee who applies for sick leave, or make whatever reasonable investigation into the circumstances that appears warranted before taking action on the sick leave request.

#### D. Usage

Employees are entitled to be paid for sick leave used, to a maximum of the time accrued, under the following conditions:

1. The employee's illness, injury, disability or exposure to contagious disease which incapacitates him/her from performance of duties.
2. The employee's receipt of required medical, dental or optical care or consultation.
3. Employees may integrate their sick leave with their worker's compensation as provided for by State Workers Compensation laws. In addition, employees may integrate this sick leave with their S.D.I. Benefits in accord with Article 9, Section 4.
4. The employee's attendance to care for a member of the immediate family as defined by the FMLA and CFRA (Family Medical Leave Act and California Family Rights Act, currently define immediate family as child, spouse/registered domestic partner, or parent), who is ill.
5. The employee's preparation for or attendance at the funeral of a member of the immediate family. (~~Funeral~~ **Bereavement** Leave) For the purpose of this paragraph D.5., immediate family means: parent, spouse, son, daughter, sibling, mother-in-law, father-in-law, brother-in law, sister-in-law, grandparents or grandchildren by blood or marriage or **any person who is a regular member of the employee's household or** for which the employee has been designated legal guardian. Under this paragraph D.5., an employee shall be allowed a reasonable amount of sick leave time to travel, attend and return from the funeral.

#### E. Incapacity to Perform Duties

If the appointing authority has been informed through a doctor's report of a medical examination, that an employee is not capable of properly performing his/her duties, he/she may require the employee to absent himself/herself from work until the incapacity is remedied. During such absence the employee may utilize any accumulated sick leave, vacation, holiday and compensatory time or leave without pay. If the incapacity is not of a temporary nature, the appointing authority may take such actions as appropriate under the County rules on medical retirement, termination or demotion.

#### F. Payment for Unused Sick Leave

1. In order to receive payment for unused sick leave at the time of retirement, layoff, or voluntary termination, a County employee must have five or more years of County service.
  - a. Employees with Over 5 years of service:  
Shall receive 20% of their unused sick leave paid.
  - b. Employees with Over 10 years of service:

Shall receive 40% of their unused sick leave paid.

- c. Employees with Over 15 years of service:  
Shall receive 70% of their unused sick leave paid.
- d. Employees with Over 20 years of service:  
Shall receive 100% of their unused sick leave paid.
- e. In the event an employee dies while in active service with the County their sick leave payoff will be made in accord with the above schedule and the limitation of this Section and will paid in the same manner as the final check.

- 2. Maximum number of hours paid shall not exceed 500. Employee's last hourly rate of pay shall be used in computing payment.

#### G. Retirees Conversion of Sick Leave to Health Insurance Premium

An employee who is retiring under the PERS system may, at his/her option, in lieu of Section F. Payment for Unused Sick Leave (above) receive the equivalent value of that benefit in paid health plan premiums. Employees shall be responsible for whatever taxes as are appropriate for this benefit.

#### **Section 4. Supervisory Leave**

Employees in the Supervisory (SU) Unit will receive up to sixteen (16) hours of Supervisory Leave in pay period 01 of each year. Part time supervisory employees shall receive this leave time on a pro-rated basis. Such leave does not accrue from year to year and must be used by the last day of pay period 26 of each year. This benefit is forfeited immediately upon leaving the Supervisory (SU) Unit

#### **Section 5. Court Appearances**

The provisions of Article 308.1 and 308.2 of the Compensation Administration Resolution will apply to any employee who shall be called as a witness arising out of and in the course of his/her employment with another governmental agency.

#### **Section 6. Contracts with State for Employee Services**

A department may, when it determines it is in the best interests of the County, enter into a contract with the State to outstation a department employee for a temporary period to perform services and tasks to the State pursuant to contract. Such temporary reassignment shall be with the concurrence of the employee and in no case exceed one year, except by mutual agreement between the County and the Union.

The State shall, pursuant to contract, reimburse the County for all salary and benefits received by the employee, as prescribed by the Memorandum of Understanding, during the temporary period of reassignment.

### **ARTICLE 11. PERSONNEL PRACTICES**



## **Section 1. Probationary Periods**

### **A. Duration**

Probationary periods are considered as a continuation of the selection process and apply to all initial appointments, promotions employee initiated lateral transfers to a different position, and as provided in Article 11, Section 1.B.1., below. Nothing herein is intended to create a "For Cause Standard" for release during a probationary period.

1. Employees in the General (GE) unit shall have an initial probationary period of twenty-six (26) biweekly pay periods.

There shall be no probationary period for employees promoted to the higher classification(s) in positions established as alternately staffed positions in the personnel allocation list, provided the employee has completed the probationary period in the lower classification. If the employee has not completed the probationary period in the lower classification, the probationary period will continue until the employee has worked the required number of pay periods in the position.

2. Employees initially hired into or promoted into classifications in the Professional (PL) and Supervisory (SU) Units shall have a probationary period of twenty-six (26) biweekly pay periods.

Except as provided below, there shall be no probationary period for employees promoted to the higher classification(s) in positions established as alternately staffed positions in the personnel allocation list, provided the employee has completed the probationary period in the lower classification. If the employee has not completed the probationary period in the lower classification, the probationary period will continue until the employee has worked the required number of pay periods in the position.

Employees covered by the California Administrative Code, Title 2, Division 5, Local Agency Personnel Standards (LAPS) will have probationary periods as required by LAPS regulations.

3. Employees promoted from one County classification to another in the same classification series that are not alternately staffed shall have a promotional probationary period of thirteen (13) biweekly pay periods unless otherwise provided in this Section.
4. For all employees, individual probationary periods shall be extended commensurately by each hour an employee is on authorized leave for more than ten consecutive work days. Leaves include, but are not limited to, vacation, sick leave, compensatory time off and leaves without pay, including leaves granted under the Family Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave, Americans with Disabilities Act, and Workers' Compensation Laws. Employees who request and receive a temporary modified duty assignment due to medical conditions, such that they are not performing the essential job functions of their position, shall have their probationary period extended for each hour of such modified duty assignment.

5. Time worked by an employee while receiving acting pay pursuant to Article 7, Section 7, shall count toward completion of the probationary period only when all of the following conditions are met:
  - a. At the time the employee was designated as eligible for acting pay pursuant to Article 7, Section 7, the employee shall have been reachable on an employment list for the position compiled by Human Resources or Merit Systems.
  - b. There is no break in service between the employee's work in an acting status and the employee's promotion into the position.
  - c. To the extent that the probationary period, when combined with employment in such status, shall not exceed one year .
  - d. Notwithstanding subparagraph c., the employee shall serve a minimum of a six month probationary period.
  
6. Time worked in a position by an employee in a temporary, extra help position shall count toward completion of the probationary period only when all of the following conditions are met:
  - a. The employee shall have been reachable on an employment list compiled by Human Resources at the time the employee was appointed to the position as a temporary, extra help employee.
  - b. There is no break in service between the employee's work as a temporary, extra help employee and their appointment as a regular employee.
  - c. To the extent that the probationary period, when combined with employment in such status, shall not exceed one year.
  - d. Notwithstanding subparagraph c., the employee shall serve a minimum of a six-month probationary period.
  
7. An employee who is not rejected prior to completion of the prescribed probationary period, unless extended per the provision herein, shall acquire permanent status automatically.

## B. Status of Employee

### 1. Probationary Period Required

A probationary period is required in the following circumstances:

- upon initial appointment to a position in a class in the classified service;
- upon promotion to a position in a class in the classified service if not in an alternately staffed classification;
- upon voluntary demotion or transfer to a position in a different class series

in which the employee has not previously achieved civil service status unless a department head and employee agree to waive or reduce the probationary period;

- upon displacement to a classification in a different class series where the employee has not completed probation at the lower level;
- upon displacement resulting from layoff or release from probation after promotion where total time in the higher and lower level classes is less than the required probationary period at the lower level;
- upon transfer to a position in the same classification in a different department when the employee has not attained permanent status in the class, except that the total time in the probationary period in the class shall not exceed one year;
- upon reclassification to a class at the same or higher salary range unless waived by the appointing authority;
- in any other circumstance not specifically excluded in B.2.

## 2. Probationary Period Not Required

A probationary period shall not be required:

- upon involuntary demotion;
- upon displacement resulting from layoff or release from probation after promotion where time in higher and lower level classes satisfies the required probationary period at the lower level;
- upon voluntary demotion to a position in a class in the same class series when the employee has completed the required probationary period in a higher level class;
- upon reassignment to a position in the same class in the same department;
- upon transfer of the employee to a position in the same class in a different department when the employee has previously achieved permanent status in the class except where the department head and employee concur on a probationary period not to exceed thirteen (13) pay periods;
- upon restoration resulting from a layoff to their former position or lower position in their class series where the employee had completed a probationary period;
- upon reclassification to a classification in which the incumbent is Y-rated.

## C. Right of Return

1. An employee shall have the right of return to a position in a class in the GE, PL and SU bargaining units which the employee previously occupied when the employee fails to satisfactorily complete the probationary period after being promoted.
2. An employee who fails to satisfactorily complete a probationary period in a new class as a result of a voluntary demotion or transfer to a class in a new class series or transfer in the same class in a different department where the parties have agreed upon a probationary period, shall have the right of return to a position in the class and department from which the employee previously occupied if the employee had achieved Civil Service status in the class and

provided such right shall be exercised within ninety (90) days of the effective date of the transfer or voluntary demotion. After ninety (90) days, an employee who does not satisfactorily complete the new probationary period shall have a right of return to any vacant position in the former class and department for a period not to exceed six (6) months.

#### D. Expectations for Probationary Employees

At the beginning of all probationary periods, the employee will receive a written statement of expectations signed by the supervisor and the employee. The supervisor shall retain the copy signed by the employee and provide a copy to the employee.

Not less than monthly the supervisor shall meet with the employee to review the employee's progress toward meeting the supervisor's expectations. The supervisor shall provide the employee with a written summary of the meeting.

The employee will acknowledge receipt of the summary of his/her progress by signing a copy of the summary. The supervisor will retain the copy signed by the employee.

The employee shall be considered to have met expectations in any month in which the supervisor does not meet with the employee and provide the employee with a written summary of his/her progress.

All written summaries, containing the employee's acknowledgment of receipt, shall be submitted to Human Resources with the appropriate forms for successful completion of probation or of the employee's failure to complete the probationary period.

#### E. Rejection During Probation

The appointing authority may reject a probationary employee at any time during the probationary period without the right of appeal in any manner and without recourse to either the Grievance or Appeal Procedure; except when the employee alleges and substantiates in writing that the rejection was due to political or religious or union activities, race, color, national origin, sex, age, disability or sexual orientation, or as otherwise protected by law. For employees not in the Department of Social Services, appeals on this basis shall be processed through the County's Discrimination Complaint Procedure. For employees in the Department of Social Services, appeals on this basis shall be processed through the California Administrative Code, Title 2, Division 5. Local Agency Personnel Standards. The appointing authority shall notify the employee in writing that he/she is rejected during probation. No reasons for the action are necessary.

#### F. Rejection During Secondary Probation

Should an employee who has been promoted fail to satisfactorily complete his/her probationary period, such employee may elect to return to a position in the classification in the department from which the employee was promoted. If the employee held permanent status in such former classification, the employee shall not be required to serve a new probationary period. The employee's step and anniversary date shall be restored to their pre-promotion status.

## **Section 2. Performance Evaluations of Employees with Civil Service Status**

Employees with civil service status shall be evaluated at least once each calendar year. Such evaluations shall be in writing on the prescribed form and shall be due on the anniversary date of the employee's most recent merit increase.

Supervisors are encouraged to provide regular and comprehensive feedback to employees on their performance and to maintain a record of feedback given to employees.

Merit step increases are provided in accordance with Article 6, Section 2(B) of the MOU and are accomplished by the Department submitting a Payroll/Personnel form and a recommendation from the appointing authority to the Human Resources Department that the employee meets standards for the position and is eligible for step advancement. Merit step advancements shall be effective on the first day of the biweekly pay period following completion of the required period of service. Failure to grant a Merit Step increase is appealable in accordance with Section 205.3 of the Compensation Administration Resolution.

Good performance is to be acknowledged by use of letters of commendation and/or recognition which are submitted to Human Resources for inclusion in employees personnel files. Letters of commendation and/or recognition from outside the department are to be forwarded to Human Resources with a copy to the department for inclusion in the employee's personnel file. Failure to provide letters of commendation and/or recognition is not grievable or appealable.

Performance or issues which need improvement are to be documented by memorandum, e.g., letters of warning or counseling, reprimands and notices of disciplinary action. See Article 13.

## **Section 3. Closure of County Buildings Policy**

- A. The Chief Administrative Officer or his/her designee shall determine when County facilities shall be temporarily closed in an emergency as determined by the Chief Administrative Officer.
- B. Employees whose buildings have been temporarily closed may be re-assigned to work sites in the same geographic area.
- C. Regular County employees directed to not report to work or who are sent home from work due to the closure of their work site, shall receive their regular pay for that scheduled shift.
- D. After the first day of closure of a County building, if the County is unable to re-open a work site, or is unable to obtain an alternative work site in the same geographical area, an employee will be paid for that day(s).
- E. During a temporary closure of County buildings, those regular employees who are still required to come to work as part of our essential services, as defined by the County Administrative Officer, would receive compensation at time and one half.
- F. Those employees who are on scheduled vacation or sick leave for that day(s) would also have the day(s) treated as a "holiday" and would not have their accrued leave

balances charged.

- G. Should the closure of a County facility last longer than five (5) working days the County reserves the right to reassign employees outside their geographical area. In the event of re-assignment outside the geographical area, the employee may at his/her request utilize accumulated vacation and/or compensatory time off in lieu of re-assignment unless the Chief Administrative Officer makes a finding that the employee's services are essential to the continued operation of the County. In the event the Chief Administrative Officer finds the employee's services are essential, the employee will be provided time and compensation for their commute.
- H. Geographical area is generally defined as
  - 1. Tahoe Basin
  - 2. Western Slope

#### **Section 4. Drug Free Work Place**

The County and Union agree that they are committed to providing and maintaining a drug free work place in accord with the Drug Free Work Place Act of 1988. It is understood that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and that violation of this provision would subject the employee to disciplinary action. It is also agreed that every reasonable effort will be made to inform employees about the dangers of drug abuse in the work place, the availability of any counseling or rehabilitation, as well as the Employee Assistance Program, and that disciplinary action may be imposed upon employees for drug abuse violations occurring in the work place or affecting work performance.

#### **ARTICLE 12. REDUCTION IN FORCE**

The following Reduction in Force policy is hereby included as a part of this MOU. Such inclusion, however, shall not provide avenues of appeal beyond those contained in this Article. This Reduction in Force policy does not apply to employees who are covered by the Reduction in Force procedure defined in the California Administrative Code, Title 2., Division 5., Local Agency Personnel Standards.

##### A. Policy

When necessary, and directed by the Board of Supervisors, a reduction in the County's work force may be initiated by (1) lack of work, (2) lack of funds, (3) program or organizational changes resulting in a surplus of employees, or (4) elimination of a specific program or service. Insofar as possible, a reduction in force shall be accomplished by attrition. When it is determined by the Board of Supervisors that attrition will not provide relief for the condition warranting a reduction in the number of County employees, the Board may direct (1) a temporary layoff of up to ten (10) working days of specific employees or classifications without invoking the provisions of this policy, or (2) a specific layoff by classification, number of employees and department(s) pursuant to this policy.

##### B. Procedure for Permanent Layoffs

Reduction in Force occurs when the Board of Supervisors by Resolution amends the Authorized Personnel Allocation Resolution and/or adopts a Proposed or Final Budget that deletes specific positions by classification from a department.

1. The Department of Human Resources, with the assistance of the affected department, determines the individuals to be laid off for the initial classification in which a layoff is to occur and for succeeding lower level classification(s) if displacement by demoting in lieu of layoff is anticipated in accordance with this Article based on employee retention points. A list of the classifications in which positions have been deleted along with the names and total retention points of employees in those classes shall be posted in the affected department and a copy mailed to the Union's current address. It is the department head's responsibility to insure posting.
2. Layoffs and displacements are made within the department involved and are not Countywide.
3. Written notice of layoff shall be served on affected employees in person or by certified letter mailed to the last address on file with the Department of Human Resources. Notice will be served or mailed no later than thirty (30) calendar days prior to the effective date of separation. The thirty (30) calendar days shall include the effective date and the date served. Notice shall be deemed served upon the postmarking and logging of the certified letter by the County's mailroom or upon personal serving of the notice to the individual.
4. The written layoff notice shall include the effective date of the separation (layoff), the reasons for the layoff, displacement rights, if any, rehire or restoration rights and the appeal rights. Such notice shall also set a specific deadline of not less than five (5) working days for when the affected employee must notify the Department of Human Resources that they will be exercising their displacement rights.

#### C. Order of Layoffs

Layoffs will be determined based on an inverse order of retention points computed as per provisions listed below by the classification within the individual department. Any required reduction in the number of employees shall be in the following order within the same classification:

- (1) Extra-help and provisional,
  - (2) Probationary employees serving an initial probationary period,
  - (3) Regular permanent full-time and part-time employees.
1. Longevity - A full-time employee shall receive one point for each full month of continuous service as a regular County employee in his/her classification. Time spent in other classifications which are at the same or higher rate of pay based upon the current salary plan applicable at the time of the layoff and which the employee occupied for a period of time after July, 1990 shall be included in the service time in the affected class. This includes probationary time and GAIN sponsored training. Part-time employees shall receive a proportional amount of longevity points based upon the number of hours worked. Less than a full month

of service shall be prorated. It does not include service prior to employment, interruptions caused by resignation, dismissal, or transfer to extra-help status or disciplinary actions as defined in 2. below. It does include periods covered by authorized leaves of absences and such service accrued before a previous layoff.

## 2. Performance/Disciplinary Actions

An employee who receives an involuntary demotion as a disciplinary action will have twelve (12) points deducted from that employee's retention points. An employee who receives a suspension will have one (1) point per day of suspension deducted from the employee's retention points, with a maximum deduction of twelve (12) points. This will sunset after three years from the effective date of the action, and the lost retention points will be restored to the employee.

3. Alternate Classes - Classes which are budgeted as alternate classes (e.g. Office Assistant II/I), as stated in the Personnel Allocation Resolution, shall be treated as one class for purposes of determining retention points.
4. Ties - In cases where two or more employees are tied with the same number of retention points, the following factors shall be considered in order for the purpose of breaking the tie: total County service (including El Dorado County service prior to the most current period of employment); letters of reprimand; department head determination. Letters of reprimand will be considered as a tie breaking criteria for up to three years from the date of issuance.
5. Volunteers For Layoff - An employee who occupies a position within a class within a department affected by a layoff and/or displacement may volunteer to be laid off in place of another employee who has fewer retention points and who would otherwise be laid off. Such employee shall be entitled to the same rights and restoration privileges as other employees in accordance with this Article.

## D. Layoff Privileges

The following are the options open to affected individuals in each layoff instance:

1. Displacing in a Lower Class - An employee affected by layoff may, at his/her discretion, in lieu of layoff, displace an employee in a class previously held by the employee or in succeeding lower classes in the class series who has less retention points. Retention point computation for displacement purposes are made as determined for the original layoff. This is considered a voluntary demotion.
2. Restoration - Restoration shall be in inverse order of layoff. Names of employees with permanent status who have been laid off will be placed on an appropriate restoration list for their classification and department in order of Retention Points. The list will extend for a period of two (2) years. Employees shall also have restoration rights to a classification which has been replaced by a reclassification of the classification which the person previously had permanent status, provided that the duties have remained essentially the same. This list shall be maintained



in the Department of Human Resources. This includes employees taking voluntary demotions in lieu of layoff who shall be placed on a restoration list for the class from which they were reduced. Three refusals to accept restoration from a departmental layoff list will remove the eligible individual's name from that list unless the offer of restoration is in excess of twenty five (25) miles from the geographical location of the position from which the employee was laid off.

A person notified of an offer of restoration must respond within ten (10) working days from the mailing date. Offers of reemployment shall be sent by first class mail to the last address on file in the Department of Human Resources. It is the employee's responsibility to insure that a current address is provided to the County Department of Human Resources.

3. Transfer and Demotion - Employees to be laid off may be permitted to transfer or demote at the discretion of the appropriate department head(s) prior to the layoff effective date. Transfer or demotion may be made to any funded vacant position where the employee meets the minimum qualifications. However, transfer will not be permitted to a position in another County department if a departmental layoff list exists for that class. When an employee transfers or demotes in accord with provisions of this Article and is required by the department head to complete a new probationary period, which results in his rejection during probation, he shall not be required to forfeit his status on any layoff list.
4. Placement In Other Departments - In accordance with rules on order of layoff, an employee who shall be laid off shall have a right to be placed in a vacant position in the same class in another department which the department has determined to fill. Referral to vacant positions shall be offered based upon the inverse order of layoff. The new appointing authority shall have up to 90 days to evaluate the employee's performance. If the appointing authority determines that the employee's performance does not meet job standards, the employee will be returned to the layoff list. The employee will, in accordance with the rules on restoration, be eligible for placement in another vacant position in the same class which a department has determined to fill, according to the provisions above.
5. Separation from County Service - Employees who are to be laid off have the option of leaving County service rather than displacing in a lower class, transferring or demoting. In the event an employee is laid off for an indefinite period, he/she may, upon request, receive payment for those benefits normally given to terminated employees.
6. Employment Interviews - Department heads who are referred the names of individuals designated for layoff and who have requested transfers shall personally ensure that such persons are provided an employment interview.
7. Status on Restoration - An employee who has been laid off or voluntarily reduced under the provisions of this Article and subsequently restored in their former classification within a two (2) year period from the date of his/her layoff or voluntary reduction shall receive the following considerations and benefits:

- a. All sick leave credited to the employee's account when laid off shall be

restored, unless the employee received compensation for such sick leave at the time of the layoff.

- b. All Retention Points held upon layoff shall be restored.
  - c. All prior service shall be credited for the purpose of determining sick leave and vacation earning rates, longevity pay increases, and time in step.
  - d. The employee shall be placed on the step of the salary range that was held at the time of the layoff.
8. Meet and Confer - Prior to the actual layoffs, the County's representatives and the Union shall, at the request of the Union meet and confer over the practical effects of the proposed layoffs.

#### E. Deviation from Retention Points

The Board of Supervisors may approve deviations from the order of layoff by retention points or demotions in lieu of layoff (bumping) when retention points order alone would result in retaining employees unable to maintain a satisfactory level of performance in the department affected. In such cases, the department head shall fully justify and document the reasons therefore. The affected employees shall be provided a written notice of the department's request, reasons therefore and the date the Board of Supervisors shall consider the department's request.

#### F. Appeal of Layoff

##### 1. Right of Appeal

- a. Permanent employees receiving a notice of layoff shall have the right to appeal solely on the issue of whether or not there was compliance with the procedures prescribed in this Article.
- b. The right of appeal is limited to the scope and process provided in this paragraph F, "Appeal of Layoff".
- c. The scope of any appeal shall not include such issues as the need for layoff, the reasons for layoff, or the exercise of other County prerogatives involved in layoff.
- d. Probation, Provisional, Temporary and Extra Help employees have no right of appeal of a notice of layoff. Questions and disputes regarding permanent status shall be determined by the Civil Service Commission in accordance with their rules, regulations and procedures.

##### 2. Notice and Timing of Appeal

- a. Appeals shall be filed in writing with the Director of Human Resources.
- b. Appeals shall be filed within five (5) working days after the date of service of the notice of layoff as provided in Article 12.B.3.

- c. The notice of appeal shall state the employee's reasons for the appeal consistent with Article 12.F.1.

3. Responsibilities of the Director of Human Resources

- a. The Director of Human Resources shall within three (3) working days of receipt of an appeal, forward a copy of the appeal to the Union.
- b. The Director of Human Resources shall within three (3) working days of receipt of an appeal, determine which employees, if any, will be adversely affected if the appeal is successful and notify all employees potentially adversely affected of the appeal.

4. Layoff Arbitration Panel

A tripartite Layoff Arbitration Panel shall be appointed to hear all appeals having the same effective date for layoff.

- a. Appeals shall be heard by a tripartite panel consisting of:
  - 1. A representative designated by the County Director of Human Resources.
  - 2. A representative designated by the Union.
  - 3. A neutral member selected in accordance with Article 12.F.4.b.
- b. The neutral Layoff Arbitration Panel member shall be chosen by:
  - 1. Mutual agreement between the County and Union or their designated representatives within five (5) working days of notification to the Union of an appeal.
  - 2. If the County and the Union fail to name a neutral arbitration panel member within five (5) working days of notification to the Union of the appeal, a member of the Civil Service Commission (CSC) shall serve as the neutral third member of the arbitration panel.
    - (a) Either party may notify the Chair of the CSC of their inability to agree on a neutral;
    - (b) Either party may notify the Chair of the CSC of their desire that a member of the CSC serve as the neutral member of the Layoff Arbitration Panel in lieu of agreement on a third party.
    - (c) The Chair of the CSC shall name a member of the CSC to serve as the neutral member of the Layoff Arbitration Panel and an alternate.

- c. The Layoff Arbitration Panel shall convene and open the hearing within fifteen (15) working days of the initial filing of the appeal. Representatives to the arbitration panel shall be named with primary consideration being given to their

availability to meet within the fifteen (15) working day time limit.

1. If either or both parties fail to name a representative who can meet within the time limit, the CSC Chair shall name a member(s) of the CSC to service as a 2nd, and if necessary, 3rd neutral in lieu of the failure of either or both parties to provide an available representative.
2. If the Civil Service Commissioner(s) designated, or the alternate, cannot serve within the time limit, the Chair shall designate another Civil Service Commission(s) who can serve within the time limit.

## 5. Hearing Process

- a. The employee filing the appeal and all other potentially affected employees will be notified of the date, time and place of the hearing not less than two (2) working days in advance of the hearing.
- b. The neutral member shall serve as Chair of the Layoff Arbitration Panel.
- c. The hearing shall be conducted in accordance with standard administrative hearing procedures used by the Civil Service Commission.
- d. In addition to hearing such evidence and witnesses as the parties, including any employees potentially affected by the appeal, may call, the Layoff Arbitration Panel may question witnesses and call such witnesses as they deem appropriate.

## 6. Decision

- a. The Layoff Arbitration Panel shall issue their written decision within two (2) working days of closing the hearing.
- b. The decision of the Layoff Arbitration Panel shall be final and binding on all parties.

# ARTICLE 13. APPEALS

## Section 1. Letters of Reprimand

### A. Definition

Letters of counseling and letters of reprimand are issued to an employee by a supervisor or manager for the purpose of recording and/or correcting inappropriate behavior or job performance. Letters of reprimand are differentiated from letters of counseling in that letters of reprimand are placed in the employee's official personnel file. Letters of counseling are not placed in the employee's permanent personnel file except as supporting documentation for a letter of reprimand, a disciplinary action or a performance report.

### B. Appeal Procedure

1. An employee receiving a letter of reprimand may appeal the reprimand by filing a notice of appeal with the Director of Human Resources within fifteen (15) working days of receipt of the letter of reprimand. The employee, or employee representative, shall send a copy of the notice of appeal to the Department Head (appointing authority) and the manager or supervisor signing the letter of reprimand if other than the Department Head.
2. The Director of Human Resources shall convene a hearing panel to hear the employee's appeal. The hearing panel shall consist of:
  - One member appointed by the Union.
  - One member appointed by the Director of Human Resources.
  - A neutral member who shall chair the hearing panel.
3. The neutral member of the hearing panel shall be chosen by:
  - a. Agreement between the employee's representative and the Director of Human Resources.
  - b. If agreement on the neutral panel member has not been reached within five (5) business days of the receipt of the notice of appeal by the Director of Human Resources, the neutral panel member will be chosen from the then currently sitting members of the El Dorado County Civil Service Commission by alternately striking names, with the final remaining name serving as the neutral panel member. The party striking first will be chosen by lot. In the event that at the time of selection of a neutral panel member, there are an even number of Civil Service Commissioners, the final name remaining on the list will be the neutral member notwithstanding that the parties have made an unequal number of strikes.
  - c. The hearing panel shall convene at such time and place as shall be determined by the chair of the panel. The panel shall take such testimony and other evidence as is presented by the employee or employee representative and Department Head or their representative, as the panel deems appropriate.
  - d. The hearing panel shall issue a written advisory opinion to the Department Head and shall provide a copy of their advisory opinion to the employee and the employee's representative. The hearing panel may recommend that the letter of reprimand stand as written, be modified as specifically recommended by the hearing panel, or be withdrawn.
4. Within fifteen (15) working days of receipt of the hearing panel's advisory opinion, the Department Head shall notify the employee of his/her decision to accept, or accept with modifications, or reject the hearing panel's recommendation. If the Department Head fails to act on the hearing panel's recommendation within the allotted time, the hearing panel's recommendation will be implemented.
5. The Department Head or his/her designee may take action to resolve the appeal

either before or after the hearing.

C. Sole Remedy

1. Notwithstanding any other provision of this Memorandum of Understanding, the provisions under this Section 1 constitute the sole right of an employee to grieve or appeal the content or procedural aspects associated with a letter of reprimand.
2. An employee who believes that a letter of reprimand is based upon unlawful discrimination may, in lieu of the appeal procedure described above, file a discrimination complaint in accordance with the County Handbook on Discrimination & Harassment, adopted June 1986, or as revised.

**Section 2. Appeals of Disciplinary Actions**

- A. Except as specified in B. below, an employee in the GE, PL, or SU Units, having obtained permanent status in the County's Civil Service System, shall have the right to appeal a termination, demotion in class or salary step or suspension without pay. Such appeal shall be in accordance with the provisions of County Resolution No. 228-84, Section 207.
- B. GE, PL, or SU Unit employees who are covered by the State Merit System shall have the right to appeal a termination, demotion or suspension without pay in accordance with the definitions and procedures provided for in the California Administrative Code, Title 2., Division 5., Local Agency Personnel Standards.
- C. If the County takes any adverse action against an employee, the employee will have a right to any County document which is job related and which might have an exculpatory effect.

**D. Procedure - The parties agree to utilize the following procedure:**

In addition, as this is an informal hearing, as differentiated from a formal "for cause" hearing, the intent is to provide each party the opportunity to present a clear and concise explanation of the events and considerations surrounding the reprimand. Thus, in lieu of formal rules of discovery, evidence and examination, the following procedures will be used:

1. The departmental representative will present the background and facts giving rise to the incident, and issues considered in determining the appropriateness of the written reprimand. Time: 20 minutes.
2. The employee's representative and/or employee will present the employee's explanation of facts and circumstances and issues they believe bear on the determination. Time: 20 minutes.
3. The departmental representative and employee representative can each present a response to points raised by the other party. Time: 15 minutes
4. If a substantive dispute of facts exists, each party may have one witness available for the purpose of providing factual and relevant information. Additional witnesses shall require concurrence of the Human Resources Director (or designee) in consultation

with the panel chair. If either party intends to utilize an additional witness(es), said party shall provide at least 48 hours notice to the other party.

5. The hearing panel shall be free to ask questions as it deems appropriate. The hearing panel shall also determine whether presentation by a corroborating witness is appropriate and necessary. Any such presentation shall be limited to 15 minutes, during which time the party calling the witness may ask questions subject to discretion of the hearing panel.
6. Members of the hearing panel may ask questions of any of the presenters as it deems appropriate.
7. At the close of presentation, the panel will recess to deliberate in private. The panel will render a verbal decision that the written reprimand stand as written, be modified, or be withdrawn. Absent a unanimous decision (the most desirable), the majority will prevail. A brief written decision will be issued within 2 weeks subsequent to the hearing.

## ARTICLE 14. GRIEVANCE PROCEDURE

### A. Intent

It is the intent of this procedure to provide for an orderly and equitable procedure for the resolution of misunderstanding and disputes between the County and its employees and/or the Union.

### B. Informal Discussion

Every effort should be made to settle grievances, performance issues, and related disputes at the lowest level of supervision possible. If an employee has a complaint relating to a work situation, the employee is encouraged to request a meeting with his/her immediate supervisor and may seek assistance from a shop steward, to discuss the problem in an effort to clarify the issue and to work cooperatively toward settlement.

### C. Early Intervention Process

If a matter remains unresolved, at the written request of the employee or a department, an early intervention team may be requested to attempt to facilitate resolution of the matter. The early intervention team (EIT) shall be composed of a representative of the union and a representative of management and/or Human Resources. The EIT shall meet with the employee and designated representative of the department having authority to resolve the dispute (subject to final approval of the department head and/or County). If the parties agree to participate in the EIT process, the parties agree to extend the timelines for filing a formal grievance by up to an additional twenty-five (25) working days.

If the matter remains unresolved, an employee may utilize the formal grievance procedure or other appropriate process defined by County policy and/or provisions of the Memorandum of Understanding. Designated union representatives will be provided release time to participate in this process.

### D. Scope of Grievances

1. A grievance is a claimed violation, misapplication or misinterpretation of the provisions of a Memorandum of Understanding or employee protections contained in ordinances, resolutions, written Personnel Rules or written policies, adversely affecting an employee's wages, hours or conditions of employment.
2. Specifically, excluded from the scope of grievances are:
  - a. Subjects involving the amendment or change of Board of Supervisor's resolutions and ordinances, which do not incorporate the provisions of this Memorandum of Understanding or other employee protections contained in ordinances, resolutions, personnel rules or written policies.
  - b. Discrimination complaints that allege violations of equal employment opportunity laws or employment discrimination. Such complaints shall be processed pursuant to the County Policy Prohibiting Discrimination, Harassment and Retaliation for employees who are not covered by the State Merit System and will be processed under the California Administration Code, Title 2., Division 5., Local Agency Personnel Standards for employees who are covered by the State Merit System.
  - c. Appeals of the Reduction in Force Articles and Policies which fall under the appeal process contained within that policy.
  - d. Appeals of disciplinary actions resulting in termination, demotion, or suspensions without pay. Such appeals shall be processed pursuant to the County's Civil Service Appeal Procedure for employees who are not covered by the State Merit System and will be processed under the California Administrative Code, Title 2., Division 5., Local Agency Personnel Standards for employees who are covered by the State Merit System.
  - e. Internal department operational policies and procedures which determine the methods, processes, means and places of providing services except as those policies affect the terms and conditions of employment.

#### E. Definitions

1. Grievant - A grievant is (1) an employee in the unit who is filing a grievance as defined herein or (2) if two or more employees have essentially the same grievance, they may, if approved by the Director of Human Resources, submit their combined grievances as one grievant. The Union may initiate a grievance where actions or policies directly affect employees in the bargaining units represented by Local 1.
2. Working Day - Shall mean day(s) in which the County's main administration office is open for business.

#### F. Grievance Procedure

The grievance procedure shall consist of the following steps, each of which must be



completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein.

1. Employee-Initiated Grievance

- a. The employee shall prepare a written grievance within twenty-five (25) working days of the incident or occurrence giving rise to the complaint. If the parties elect to engage in the E.I.T. process as defined in paragraph C, the timelines shall be extended up to an additional twenty-five (25) days not to exceed a total of fifty (50) working days. The employee shall submit the grievance to the immediate supervisor and Department Head or designated manager. The grievance shall describe the issue, identify the Article of the Memorandum of Understanding or section of written policy, rule, resolution or ordinance which the employee feels has been violated and the requested remedy.
- b. The Department Head or designated manager shall investigate the grievance. The Department Head or designated manager's investigation should include a meeting with the grievant and their representative. The Department Head or designated manager shall respond to the grievance in writing within ten (10) working days of receipt of the grievance. The Department Head shall sign the response to the grievance.
- c. If the Department Head or designated manager's written response does not resolve the grievance, the grievant, within five working days, shall submit the grievance to the Human Resources Director or his/her designee. The Human Resources Director's designee shall not be from the same Department(s) where the grievance arose.
- d. The Human Resources Director or designee shall investigate the grievance. The Human Resources Director or his/her designee's investigation should include meeting with the grievant or his/her representative. The Human Resources Director or designee shall respond to the grievance in writing within fifteen (15) working days.

2. Union Initiated Grievance

- a. The union shall submit a written grievance to the Human Resources Director within twenty-five (25) working days of the incident giving rise to the grievance, with copies to affected department heads.
- b. The Human Resources Director shall investigate the grievance and, within twenty (20) working days, shall issue a written response to the grievance.

G. Arbitration

1. If the Human Resources Director's written response to either an employee or union initiated grievance fails to resolve the grievance, the Union may submit the grievance to arbitration for resolution. The decision of the arbitrator is final and binding on all parties, subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.

2. The grievant's representative, and the Director of Human Resources shall attempt to mutually agree on an acceptable arbitrator for the dispute. If no agreement can be reached on an arbitrator within five (5) working days, a list of seven (7) names from the California State Conciliation and Mediation Service shall be obtained. The parties shall alternately strike names until only one name remains, which name shall be the arbitrator in the dispute. The party to strike the first name shall be chosen by lot.

The arbitrator shall have no power to add to, subtract from, alter, modify or go beyond the applicable provisions of the Memorandum of Understanding.

3. Upon mutual agreement, in lieu of arbitration, the parties may determine to submit the matter to the Civil Service Commission for final resolution subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.

#### H. Basic Rules

1. Costs

All costs of arbitration or Civil Service Commission incurred jointly by both parties to the final resolution process shall be borne equally by the parties. Costs incurred separately shall be borne by the party incurring them. Upon expiration of this Memorandum of Understanding, the County shall bear the cost of any grievance heard by the Civil Service Commission. The County and Union shall continue to share equally in the cost incurred jointly by both parties for arbitration heard after the expiration of this Memorandum of Understanding.

2. Time Limits

If a grievant or the Union fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level. Time limits may be waived by mutual written consent of the parties.

3. Representation

The grievant may be accompanied by a shop steward or one other County employee of his/her choice at the informal level of this procedure. At the formal and final stages of this grievance procedure, an employee may be represented by a shop steward or person designated by the Union unless otherwise agreed upon by the Union and Director of Human Resources.

3. Shop Stewards

The Union may designate a reasonable number of shop stewards who will be available to assist employees with grievances. Only such shop stewards as are recognized by the Director of Human Resources will be given release time as provided below.

5. Release Time

The grievant may take reasonable County time without loss of pay to prepare his/her grievance and meet with management representatives regarding the grievance.

Union designated shop stewards may take a reasonable amount of time, as determined by the Director of Human Resources, without loss of pay to assist a grievant in preparing and presenting a grievance. Only one shop steward will be allowed release time to assist any one grievant or on any one grievance.

**ARTICLE 15. EMPLOYEE RELATIONS POLICY AND PRACTICES**

A. Employee Relations Policy

Beginning no later than January 15, 2000, the Union and the County agree to meet and confer on the Employer/Employee Relations Policy for the purpose of updating the policy and providing for a locally selected, neutral, third party dispute resolution process for unit modification and/or representation petition issues.

B. Unfair Labor Relations Practices

The Union and the County agree to submit allegations of unfair employer-employee relations practices to binding arbitration in accordance with the arbitration clause of the grievance procedure.

**ARTICLE 16. PEACEFUL PERFORMANCE**

The parties to this Memorandum of Understanding recognize and acknowledge that the services performed by the County employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of the County of El Dorado. The Union agrees that under no circumstances will the Union recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, slowdown or picketing (hereinafter collectively referred to as work stoppage) in any office or department of the County, nor to curtail any work or restrict any production, or interfere with any operation of the County. Nor will this organization recognize the strike or job action of any organization or engage in any sympathy strike by recognizing the strike, job action or picket lines of any other organization. In the event of any such work stoppage by any member of the bargaining unit, the County shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased.

In the event of any work stoppage, during the term of this Memorandum of Understanding, whether by the Union or by any member of the bargaining unit, the Union by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the County. In the event of any work stoppage the Union had not otherwise authorized, permitted or encouraged such work stoppage, the Union shall not be liable for any damages caused by the violation of this provision. However, the County shall have the right to discipline, to include discharge, any

employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the County shall have the right to seek full legal redress, including damages, as against any such employee.

A. Job Action - Sick Outs

1. Amending Resolution #227-84, Section 304

Whenever the CAO or his/her designee determines that an increase in absenteeism due to a job action or sick out is significantly and detrimentally affecting the ability of one or more departments to carry out their functions, he/she may declare that this Section shall be in force and the following rules shall apply. These requirements shall stay in effect for all purposes until after the CAO determines that the increased incidence of absenteeism and the threat of such increased incidence of absenteeism have abated.

- a. The department heads of the departments specified in the CAO declaration shall require that each employee who is unable to report for duty due to illness or injury who is requesting sick leave shall provide a certificate completed and signed by a licensed physician or other qualified medical professional. This certificate shall show that the physician examined the employee during the period of absence from work, state the date of each examination, describe the physician's diagnosis of the employee's illness or nature and extent of the employee's injury and certify that the physician has recommended that the employee be excused from work for medical reasons, and the specific number of days of the recommended excuse. Such medical verification shall be provided to the department head within three (3) working days of the employee's return to work.
- b. The employee shall also provide a sworn affidavit justifying their claim of sick leave. Such affidavit shall be provided to the employee by the department head upon their return to work. Each request for sick leave time will be evaluated individually at the time the required documentation is received.
- c. An employee shall not be allowed sick leave credit and shall not be compensated for any period of absence unless he/she has complied with the requirements of this policy and unless the information provided therein and otherwise required of or provided by the employee is deemed to substantiate the claimed illness or injury. The employee may appeal a denial of sick leave through the County's Grievance Procedure.
- d. It is recognized that the facts which constitute the basis for use of sick leave may vary considerably from employee to employee and that in rare instances, the specific requirements of this rule may not be appropriate or feasible. Accordingly, discretionary variances, (but not waivers from the requirements of these rules) may be considered and allowed by the CAO or his/her designee. Any such variance shall, if feasible, provide for an acceptable alternative means by which the employee involved shall provide assurance of the existence of facts which are adequate as a basis for proper use of sick leave.

## **ARTICLE 17. FULL UNDERSTANDING, MODIFICATION, WAIVER**

This Memorandum of Understanding sets forth the full and entire understanding regarding the matters set forth herein, and any other prior or existing understandings or agreements relating to such matters are hereby superseded or terminated as appropriate. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this Memorandum of Understanding.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties, unless made and executed in writing by all the parties hereto, and if required, approved and implemented by the County.

## **ARTICLE 18 SEPARABILITY**

If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

## **ARTICLE 19. SUCCESSOR AGREEMENT**

Negotiations for a successor agreement shall begin no later than March 2007. The Union and County will share the cost of refresher training in the Interest & Principled Based Negotiations.

## **ARTICLE 20. ECONOMIC HARDSHIP**

At any time after July 9, 2006 upon 30 calendar days written notice to the Union, the County may reopen this agreement for renegotiation regarding future increases in compensation if a financial shortfall in the County budget has occurred that has caused the Board of Supervisors to actually reopen negotiations with all other employee groups with negotiated MOUs or adopted Salary and Benefit Resolution, except with respect to any salaries governed by Section 504 of the El Dorado County Charter. Any notice provided subject to this section must include substantial evidence demonstrating the basis for the claim of hardship.

In witness whereof, the parties hereto have caused this Memorandum of Understanding to be executed by affixing their signatures below.

**COUNTY OF EL DORADO**

**EL DORADO COUNTY EMPLOYEES  
ASSOCIATION, LOCAL #1**

\_\_\_\_\_  
Ted Cwiek,  
Director of Human Resources

\_\_\_\_\_  
Jere Copeland, Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Deborah Kal  
Sr. Personnel Analyst

\_\_\_\_\_  
Gene Harter, Sr. Business Agent

\_\_\_\_\_  
Sam Koch, President

\_\_\_\_\_  
Terry Tawney

\_\_\_\_\_  
Dennis Collingwood

\_\_\_\_\_  
Walter Davies

\_\_\_\_\_  
Rusty Dupray, Chairman  
Board of Supervisors

\_\_\_\_\_  
Lucie Valorosi

Date: \_\_\_\_\_

\_\_\_\_\_  
Janice Collins

\_\_\_\_\_  
Larry Hobson

ATTEST: Suzanne Allen De Sanchez,  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_