

Contract #: MOU PR

CONTRACT ROUTING SHEET

Date Prepared: 09/01/2011

Need Date: ASAP

PROCESSING DEPARTMENT:

Department: Human Resources
Dept. Contact: Lorraine Barber
Phone #: 621-5573
Department _____
Head Signature: _____

CONTRACTOR:

Name: Rick Davis, Business Rep. OE3
Address: 1620 South Loop Road
Alameda CA 94502
Phone: 510-521-4886
916-439-3562 cell

CONTRACTING DEPARTMENT: Human Resources

Service Requested: Approval of Probation Memorandum of Understanding

Contract Term: September 2011 – June 30, 2013 Contract Value: _____

Compliance with Human Resources requirements? Yes: X No: _____

Compliance verified by: Karl Knoblauch, Director of Human Resources
[Signature]

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: _____ Date: 9/1/11 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

with understanding terms of MOU approved today are ratified by the union

RECEIVED
HUMAN RESOURCES DEPT.
1 SEP - 8 AM 10:42

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: _____ Date: 9/9/11 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

EL DORADO COUNTY COUNSEL
11 SEP - 4 PM 3:45

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

Proposed Contract Changes Summary

Probation MOU

Term November 15, 2010 - June 30, 2013

Article	Contract Page number	Description
Article 7 Section 1. Item G.	6	Probation Officer exemption from the normal seven day work period.
Article 7 Section 2. Item B.	7	Overtime Definition-Includes 80 hour work period in a 14 day work period.
Article 7 Section 9.	15	Accreditation requirements.
Article 9 Section 1.	13	Health Benefits
Article 9 Section 1.	14	Health Benefits eligibility
Article 9 Section 7.	18	Retirement Issues
Article 11 Section 8.	31	Building Closure
One Side Letter (remains)	Attachment	Recruiting and Retention Issues

MEMORANDUM OF UNDERSTANDING

Between

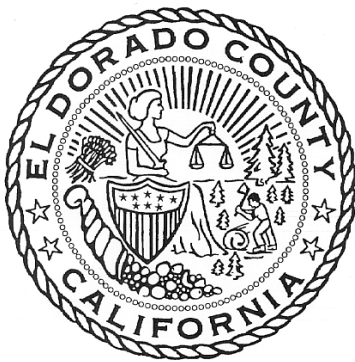
The County of El Dorado

And

Operating Engineers, Local Union No. 3

Probation Bargaining Unit

November __, 2011 – June 30, 2013



MEMORANDUM OF UNDERSTANDING

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MEMORANDUM OF UNDERSTANDING

ARTICLE 1. TERMS AND CONDITIONS

Operating Engineers Local No. 3 (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 Probation (PR) Bargaining Unit, have exchanged freely information, opinions and proposals and have reached mutual 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 Memorandum of Understanding has been presented by the Union to the employees in the Probation bargaining unit for ratification by said employees, and is now presented to the Board of Supervisors, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing upon approval and adoption by the Board of Supervisors, and shall be in full force through June 30, 2013. For the period November 3, 2009 until adoption by the Board of Supervisors of the Memorandum of Understanding, the County and Union have been operating under an imposed Modified Last Best and Final Offer. Unless otherwise indicated herein, all provisions shall become effective on the date approved by the Board of Supervisors.

This MOU cancels all previous agreements and side letters except the Letter of Agreement of July 22, 2008 that provides a Temporary Recruitment and Retention Adjustment. The Compensation Administration Resolution No. 227-84 and Personnel Management Resolution No. 228-84, shall remain in force and effect other than where superseded by specific provisions of this Memorandum. Nothing contained herein shall be applied on a retroactive basis unless specifically stated.

The parties acknowledge that this MOU, together with all referenced documents incorporated herein, set forth the complete, exclusive and integrated understanding of the parties which supersedes all proposals or prior agreements, oral or written, side letters and all other prior communications between the parties relating to the provisions of the Agreement.

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

Operating Engineers Local Union No. 3
Business Representative
1620 South Loop Road
Alameda, CA 94502

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 Operating Engineers Local Union No. 3 is the exclusively recognized employee organization for the Probation (PR) Unit.

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 the 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.

ARTICLE 4. UNION RIGHTS

Section 1. Payroll Deductions

- A. The Union may have the regular dues, insurance plans and credit union deductions of its members deducted from employees' paychecks under procedures prescribed by the County Auditor/Controller. 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. 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. The County will provide to the Union a list of new employees hired into regular positions represented by the Union on a biweekly basis.
- C. The County shall not be liable to the Union, employees, or any other party by reason of the requirements of this Article for the remittance or payment of any sum other than the constituted actual deductions made from an employee's 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. 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 3. 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 4. 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 5. Release Time

County employees who are official representatives of the Union shall be given reasonable time off with pay to attend formal meet and confer sessions, grievance or discipline meetings with management representatives. 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 meet and confer sessions shall not exceed four (4) in number.

Section 6. Advance Notice

Except in cases of emergency as provided below in this subsection, the Union, if affected, shall be given reasonable advance notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the County and shall be given the opportunity to meet with appropriate management representatives. In case of emergency, the County shall notify the Union on the first business day after the emergency of its actions.

ARTICLE 5. NON-DISCRIMINATION

There shall be no discrimination in the implementation of this document because of race, creed, color, national origin, sex, sexual preference, religious affiliation or lawful organizational activities against any employee covered hereby by the Union or the County; and, to the extent prohibited by applicable State and Federal law, there shall be no discrimination against any disabled person solely because of such disability.

ARTICLE 6. WAGES & OTHER RELATED ISSUES

Section 1. Salaries

During the term of this MOU the County has the non-appealable right to increase compensation for classifications covered by this MOU. Prior to implementing any

wage increase, the County shall discuss its intention(s) with the Union.

Section 2. Salary Resolution

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

A. Entrance Salary

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.

B. Salary Step Increases

1. After completion of thirteen (13) biweekly pay periods of satisfactory service 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 satisfactory service.
2. After the completion of twenty six (26) biweekly pay periods of satisfactory service 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 and 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 one year 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.

ARTICLE 7. DAYS & 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. The County agrees to give employees a minimum of a five (5) working day advance notice of work schedule changes.
- C. 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.
- 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. In accordance with County Resolution #228-84, Section 113, 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. (See G below.)
- F. The Chief Administrative Officer at his/her discretion and upon recommendation of a Department Head may approve on a trial basis, during the term of this Memorandum of Understanding 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. The classification of Probation Officer is exempt from the normal seven (7) day work

period of the Fair Labor Standards Act (FLSA) when an employee is assigned to an alternative work schedule consisting of 80 hours. At the discretion of the Chief Probation Officer or his designee, based on available staffing employees may be assigned to an alternative work schedule consisting of 80 hours in a fourteen (14) day work period. Employees assigned to work an alternative work schedule shall work hours consistent with a 9/80 type schedule, unless another specific schedule is designated and approved.

- H. For employees in such alternative work schedules, overtime shall be defined as any authorized time worked beyond eighty (80) hours per biweekly pay period. The definition of "time worked" shall be as defined in the Agreement.
- I. Employees whose regular day off pursuant to the agreed upon alternative work schedule falls on an official County holiday shall be compensated eight (8) straight-time hours for each full holiday falling on the scheduled day off. The holiday benefit created by this section shall not be counted as hours worked in the 14 day period mentioned above for the purposes of overtime.
- J. Employees on an alternative work schedule who are regularly scheduled to work nine (9) hours on the official County holiday and take the holiday off, shall supplement the eight (8) hours of holiday pay for the holiday with accrued floating holiday leave, vacation, or compensatory time off (CTO) in order to earn a total of eighty (80) hours of pay in the work period.
- K. The Chief Probation Officer or his designee reserves the right to discontinue the alternative work schedule upon thirty (30) days notice. Cancellation of the alternative work schedule shall not be considered punitive, and is not subject to any administrative review or appeal.

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, or eighty (80) hours in one work period. "Time worked" shall not 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 ½) 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 ½) 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 160 hrs.

1. Use of accumulated CTO shall be a time mutually agreeable to the Department Head and the employee.
2. Employees may cash out compensatory time off at any time subject to the approval of the Department Head.
3. 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 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 he can be contacted by telephone and he is ready for immediate call-back to his department to perform an essential service.
- C. An employee assigned on-call duty shall be compensated at the rate of \$1.60 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 in on-call duty 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 at time and one half pay or compensatory time as per overtime provisions.
- 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

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 allocated hours in a pay period. Employees on leave without pay are not eligible for this differential.

Section 6. Longevity Pay

Effective the beginning of the first full pay period in January 2003, longevity pay shall be granted for continuous service with the County as follows:

After 10 years	5.0% of base salary
After 15 years	7.5% of base salary *
After 20 years	10.0% of base salary *

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

Longevity pay increases shall be based upon continuous service with the County in an allocated position 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.

This differential shall only apply when an eligible employee is in paid status for a majority of their allocated hours in a pay period. Employees on leave without pay are not eligible for this differential.

Section 7. Acting Pay Assignment

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 20 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 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 by the Chief Administrative Officer, in his sole discretion, 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 re-authorization.
- F. If approval is granted for pay for work in a higher classification and the assignment is terminated and later reapproved for the same employee within thirty (30) days, no additional waiting period will be required.
- G. Allowable overtime pay, shift differentials and/or work location differentials 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 shift work (non-day shift) and actually works a defined swing shift that begins at or after 12 p.m. and prior to 8 p.m. shall receive an additional seventy-five cents (\$.75) per hour over their regular rate of pay for all hours actually worked within the defined swing shift.

Any regular employee who is assigned to shift work (non-day shift) and actually works a defined graveyard shift that begins at or after 8 p.m. and prior to 5 a.m. shall receive an additional one dollar (\$1.00) per hour over their regular rate of pay for all hours actually worked within the defined graveyard shift.

Eligible employees will receive the applicable shift differential for all hours worked in the defined shift. Employees required to work beyond their regularly assigned shift will receive the shift differential, if any, for that defined shift.

Section 9. Bilingual Pay

Pay for use of bilingual skills will be forty dollars (\$40) per pay period. In order to be eligible for bilingual pay the unit member must:

- A. Be certified by the County as possessing the requisite skill in the foreign language required in the assignment; and
- B. Be authorized and required as a regular part of the assignment of duties to converse and/or write in a language other than English. 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 allocated hours in a pay period. Employees on leave without pay are not eligible for this differential.

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 one hundred percent (100%) or paid directly by the County and shall take place on County time if possible.

Section 2. Mileage Reimbursement

During the term of this memorandum, the rate of reimbursement for employees' use of private vehicles on County business shall be the federal rate as determined by the Internal Revenue Service.

Section 3. Uniform Allowances

Probation officers whether in the field or in institutions within the Probation Department who are required by the Department to wear uniform clothing (i.e. clothing with identifying logos) for identification and safety reasons shall receive a uniform allowance of \$240.00 per year effective January 1, 2006. The allowance will be paid ½ in pay period 2 and ½ in pay period 15.

ARTICLE 9. EMPLOYEE BENEFITS & RETIREMENT

Section 1. Medical/Dental

A. Contributions:

1. Effective July 1, 2011, the county will join the CSAC EIA EIAHealth Program for the County Self-Funded PPO plan. The health care coverage year will change for all County Health plans from a fiscal year (July-June) to a calendar year (January-December). To effectuate the transition to a calendar year, the County contribution levels to the health plan for employees covered by this MOU shall be effective upon approval of the Board of Supervisors but no earlier than the first pay period containing July 1, 2011, effective for July 1, 2011 through December 31, 2011. Rates for the ensuing calendar year for this bargaining unit shall be effective upon approval of the Board of Supervisors, but no earlier than the pay period containing January 1.

2. Annually the County shall adjust its contribution to the County's medical/dental plan to eighty percent (80%). Any remaining cost shall be paid by the employee.

County Health Plans – FY2010-2011*			
	Employee Only	Employee Plus One	Employee Plus Two or More
County Contribution	\$305.60	\$569.60	\$779.20
Employee	76.40	142.40	194.80
Total	\$382.00	\$712.00	\$974.00

County Health Plans – July 1, 2011 – December 31, 2011*			
	Employee Only	Employee Plus One	Employee Plus Two or More
County Contribution	\$317.60	\$592.80	\$816.00
Employee	79.40	148.20	204.00
Total	\$397.00	\$741.00	\$1,020.00

* Contribution levels for County Health Plans are based on 26 pay periods.

The OE3 health plan offers members two options Plan A and Plan B (Kaiser). The OE3 Health Plan pays their premium amounts based on 24 pay periods whereas the County plan is collected over 26 pay periods. The County contribution levels to the OE3 plan are outlined below.

The County will contribute actual cost of the OE3 health plans, but not to exceed the County contribution for County health plans effective the first full pay period in January of the health plan year as approved by the Board of Supervisors.**

The current contributions are indicated below as follows:

OE3 – Health Plan Cost Information – FY2010-2011**			
Plan A	Employee Only	Employee Plus One	Employee Plus Two or More
County Contribution	\$331.07	\$617.07	\$844.13
Employee	15.93	76.43	91.87
Total	\$347.00	\$693.50	\$936.00

OE3 – Health Plan Cost Information – FY2010-2011**			
Kaiser	Employee Only	Employee Plus One	Employee Plus Two or More
County Contribution	\$277.00	\$553.50	\$778.50
Employee			
Total	\$277.00	\$553.50	\$778.50

** Employee deductions for the OE3 health plans are determined solely by the OE3 health plan administrator. Please contact the OE3 office in regard to any questions about employee deductions for the OE3 plan. The first two pay periods of the month are charged, if there are 3 pay periods in the month, the third pay period is not charged.

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 to health plans, an employee must pay the employee contribution to health plans, and a full-time employee who is not on FMLA leave must be in a pay status, i.e., where the employee is receiving pay from work hours, compensatory time off, vacation or sick leave, for at least 16 hours in a biweekly pay period and a part-time employee who is not on FMLA leave must be in a pay status for at least 12 hours in a biweekly pay period. An employee who is receiving Workers' Compensation temporary disability shall be eligible for continuation of the County's contribution until such time as eligibility for Workers' Compensation temporary disability ceases.

An employee who is receiving pay for less than their scheduled hours as stated above and who ceases to be eligible for County contributions must pay directly to the Risk Management division of the Human Resources Department the full amount of the employee and the County contribution, as prorated below, in order to retain benefit coverage under the County sponsored Health/Dental benefit plan.

Hours in Paid Status	Employer Portion Paid by Employee
64-80	No charge to employee
40-63	25% of Employer Contribution
32-39	50% of Employer Contribution
Less Than 32	100% of Employer Contribution

The County will not contribute toward the cost of any other plan.

B. Part-time Employees Any part-time employee and dependents who, on September 6, 1991, are being provided with the same benefit contributions as full-time employees, will continue to receive full-time benefit contributions 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 prorated basis according to the following schedule.

1. The County shall pay the full county contribution to the health/dental costs as specified in 1.A. 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 paycheck.
2. The County shall pay seventy-five percent (75%) of the County contribution to the health/dental costs as specified in 1.A. above for a part-time employee whose regular work schedule as documented on the payroll personnel form is between 40 to 63 hours per pay period on an ongoing basis. The remaining twenty-five percent (25%) of the County Contribution plus the Employee Contribution will be automatically deducted from the biweekly paycheck.
3. The County shall pay fifty percent (50%) of the County contribution to the health/dental costs as specified in 1.A. above for a part-time employee whose regular work schedule as documented on the payroll personnel form is between 32 to 39 hours per pay period on an ongoing basis. The remaining fifty percent (50%) of the County Contribution plus the Employee Contribution will be automatically deducted from the biweekly paycheck.
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 prorated 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.

C. Enrollment

1. Probation Unit employees may choose the County sponsored Plan or Operating Engineers Local #3 Plan. Employees may enroll themselves and their eligible dependents in accordance with the provision of the Plan. Employees may opt not to be covered by the County sponsored medical/dental plan as allowed/required by law, or the Operating Engineers Local #3 Plan if allowed by law. In such case, neither the County nor the employee shall be required to make the contributions specified in 1.A. or 1.B. above as allowed/required by law.
2. The parties acknowledge that due to the County's intent to join the CSAC-EIA EIAHealth Program, for the County self funded PPO plan, the health care coverage term will change for all County sponsored health plans from a fiscal year (July-June) to a calendar year (January-December). In order to accommodate the transition to the CSAC-EIA EIAHealth Program, there will be an Open Enrollment Period during May 2011, for the period July 1, 2011 through December 31, 2011, and another Open Enrollment Period in October 2011 for the calendar year beginning the first full pay period containing January 1. Thereafter, Open Enrollment Periods will occur once every calendar year. The County shall offer at least one County-sponsored Plan with no pre-existing condition exclusions during each such Open Enrollment period.
3. Annually, the County and the Union shall meet and confer on the impacts of the Patient Protection and Affordable Care Act (Federal Health Care Legislation).

D. 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. 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 maintain a vision care component for employees who are enrolled in a County Medical/Dental Plan.

4. The parties agree to change to a fully insured Health Plan; this agreement is contingent on the Board of Supervisors' decision to implement to a fully insured Plan and agreement by all bargaining units. If the parties agree to change to a new Health Plan, the benefits shall be those provided in the new Health Plan; the rates of contribution by the County and employee shall be negotiated.
5. While mention may be made in this Memorandum of various benefits and provisions of benefit programs, specific details of benefits provided under the County Medical/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.

E. 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 up to 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. Effective January 1998, the County shall increase the maximum LTD benefit to \$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 one-hundred percent (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. Employee Assistance Program

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

Section 7. Retirement Issues

- A. Except as specified in 7.B below, the County is currently paying that portion of each employee's PERS contribution equal to seven percent (7.0%) of reportable compensation. Effective the first full pay period following adoption of this MOU by the Board of Supervisors, the County will pay five percent (5%) of the employee's nine percent (9%) PERS contribution and the employee will pay four percent (4%), except as specified in 7. B. below.
- B. New Employee PERS Contributions - Notwithstanding Section 7.A above, new employees hired on or after March 5, 1994 shall pay the full seven percent (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 three and one-half percent (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 four percent (4.0%) of the employee's PERS contribution. Effective the first pay period following adoption of this MOU by the Board of Supervisors, new employees hired on or after the effective date of this MOU shall pay the full nine percent (9%) employee share of PERS employee contribution for the first five years of employment, or 130 pay periods. Effective the first pay period of the sixth year of continuous employment, or pay period 131, the County will pay five percent (5%) of the employee's PERS contribution and the employee will pay four percent (4%) of the employee's PERS contribution.
- C. 1959 Survivors Benefits - The County shall provide the Level 3 1959 Survivors Benefits, as defined in PERS Section 21382.2. Each employee shall contribute .93 cents per pay period as required by PERS regulations.

- D. "Safety Retirement" - The parties agree to implement the provisions of "Safety Retirement" for employees in the Probation Unit, subject to PERS conditions and requirements. In the event that PERS conditions and requirements are met, the "Safety Retirement" provisions will be implemented and effective upon the execution of a contract amendment with PERS. Effective upon adoption of this MOU employees who are already existing members of the "Safety Unit" from within the County shall be considered "current employees" for purposes of PERS contributions, as set forth in section 7.A and as set forth in section 7.B, in the event the employee has been a member of the "Safety Unit" for less than five (5) years. Transfers from other jurisdictions shall be considered "new employees" for purposes of PERS contributions.

Effective as soon as feasible, but no sooner than March, 2001 or later than June 30, 2001, the County will amend its contract with PERS to provide "3% @ 55, Highest One-Year" Safety Retirement.

Effective June 2003, the County will amend its contract with PERS to provide "3% @ 50, Highest One-Year" Safety Retirement.

As soon as feasible, following adoption of this MOU by the Board of Supervisors, the County will amend its contract with PERS to provide "2% @ 50" with Three Year Final Compensation Safety Retirement formula for all newly hired employees in the Safety unit. Employees hired prior to the effective date of the contract amendment with PERS, will retain the "3% @ 50", highest one year "Safety Retirement".

Implementation of the provisions defined above is pursuant to the rules, regulations and requirements of PERS rules and the Government Code. Implementation is also contingent upon agreement of implementation of these provisions by the other affected bargaining units which include "Safety Unit" employees.

- E. 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 employees (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 and until July 1, 2003; retiring employees with twenty or more years

of service with the County of El Dorado shall have a one-time irrevocable option to elect four years of contributions towards a County Sponsored Health Plan or Alternate County Sponsored Health Plan paid at the Blue Shield-employee only rate, in which the retiree is otherwise eligible to enroll.

This Section E, titled Retiree Health Contribution, as stated above shall be discontinued for all newly hired employees effective November 3, 2009.

The County and Union agree to work together to develop an employee funded Retiree Health Account Program.

Section 8. P.E.R.S. Pick Up

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.

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 12 - Lincoln's Birthday*
4. February (Third Monday) - Washington's Birthday
5. May (Last Monday) - Memorial Day
6. July 4 - Independence Day
7. September (First Monday) - Labor Day
8. October (Second Monday) - Columbus Day*
9. November 11 - Veteran's Day
10. November - Thanksgiving Day
11. November - Friday after Thanksgiving
12. 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.)
13. 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.

*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. 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.

(Eligible employees will receive up to eight (8) hours of floating holiday time the first full pay period in July, 1999).

Lincoln's Birthday and Columbus Day will not be considered holidays for payroll purposes. Floating holiday time must be used by the last day of pay period 26 of each year 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 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, such as Juvenile Hall Deputy Probation Counselor positions 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.
- 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. Vacation

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. Conditions

1. Employees may be allowed to take advanced vacation accruals during exceptional circumstances when the employee cannot get to work due to extreme weather conditions.
2. Extra-help, CETA or other employment time may not count toward the required continuous service for vacation benefits.

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.

B. Eligibility

New employees will be 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 SDI Benefits in accord with Article 9, Section 4.

4. The employee's attendance to care for a member of the immediate family who is ill. (Family Medical Leave Act)
5. Funeral Leave - Employees may use up to 3 days of Sick Leave for preparation, travel to and from, and attendance at the funeral of a member of the immediate family as defined below. Employees may be eligible for an additional 2 days of Sick Leave for reasonable circumstances. For the purpose of this paragraph 5, immediate family means: parent, spouse, (step) son, (step) daughter, sibling, mother-in-law, father-in-law, grandparents or grandchildren by blood or marriage.

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 only, a County employee must have five or more years of County service.
 - a. Employees with over 5 years of service:
Shall receive twenty percent (20%) of their unused sick leave paid.
 - b. Employees with over 10 years of service:
Shall receive forty percent (40%) of their unused sick leave paid.
 - c. Employees with over 15 years of service:
Shall receive seventy percent (70%) of their unused sick leave paid.
 - d. Employees with over 20 years of service:
Shall receive one hundred percent (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 article and will be paid in the same manner as the final check.
2. Maximum number of hours paid shall not exceed five hundred (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", 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 classifications of Supervising Probation Counselor and Supervising Probation Officer will receive up to sixteen (16) hours of Supervisory Leave in pay period 01 of each year. Eligible employees will receive up to eight (8) hours of Supervisory Leave the first pay period in July 1999. 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.

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. Catastrophic Leave

A. Donation of Vacation Time Directly to Another Employee

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 or catastrophic illness. 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. County shall withhold any amounts authorized or required by law.

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. Civil Service Status (permanent status) shall attach only when a regular employee successfully completes the probationary period for the specific classification during their initial appointment.

1. Employees in the Probation Bargaining Unit shall have an initial probationary

period of twenty-six (26) biweekly pay periods.

2. Employees initially hired into or promoted into classifications in the Probation Unit shall have a probationary period of twenty-six (26) biweekly pay periods.
3. Leaves of absences, paid or unpaid, leaves granted under the Family Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave, Americans with Disabilities Act, Workers' Compensation Laws, or other legally mandated leaves, and light duty, transitional duty or modified duty assignments that are not considered significantly within the job functions of the job classification or job assignment shall not count towards completion of the probationary period, as provided by law. Individual probationary periods shall be extended commensurately by each hour under these circumstances.
4. Time worked by an employee in a temporary, provisional, extra-help, CETA or other employment shall not count toward completion of any probationary period.
5. 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; 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 waiver 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 transfer 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. Laid-Off Employees

An employee with permanent status who is laid off and subsequently reinstated to their former position or lower position in their class series shall not serve a new probationary period. Laid off employees hired into other County position from which they were not specifically laid off shall serve a new probationary period. Former probationary employees who were laid off and subsequently reemployed shall serve a complete new probationary period upon rehire.

D. Rejection During Initial Probation

The appointing authority may terminate (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 termination was due to political or religious or union activities, race, color, national origin, sex, age, handicap or sexual orientation, or otherwise provided by law. Appeals on this basis shall be processed through the County's Discrimination Complaint Procedure. The appointing authority shall notify the employee in writing that he/she is rejected during probation. No reasons for the action are necessary.

E. 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.

Notwithstanding any other provisions, an employee rejected during the probationary period from a position in the County service to which the employee had been promoted, shall be restored to a position in the classification in the department from which the employee was promoted.

F. For employees hired after September 1, 1999, 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.

Section 2. Documentation of Performance Evaluation

Non-probationary employees who have not yet reached the top step of their salary range shall be evaluated approximately thirty (30) days prior to the date that their next merit increase is due. Non-probationary employees who are at the top step of their salary range shall be evaluated annually on the anniversary date of their appointment to their current position. Nothing in this Section is intended to preclude the County from evaluating employees on a more frequent basis.

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, etc.

The Union agrees to adopt the current electronic Employee Performance Evaluation forms and process for documenting performance as noted in the MOU.

Section 3. Safety Reporting Procedure

A. Purpose

The purpose of this section is to encourage employees to observe and report unsafe working conditions or equipment to the supervisors and for the supervisor to give immediate attention to such reports.

B. Procedure

Step 1: When an employee believes that an unsafe condition exists, the employee shall immediately bring the matter to the attention of the supervisor. If the supervisor does not take immediate steps to remedy the unsafe condition, the employee may file a written "safety" complaint with the supervisor.

Step 2: The supervisor will respond in writing to the complainant within two (2) working days of the time the written complaint is filed.

Step 3: If the written response of the supervisor is unsatisfactory, the employee may present the complaint to the Department Head or designee within two (2) working days. The Department Head or designee will review the alleged unsafe condition and will make the final decision on the complaint within two (2) working days of receiving the complaint. Copies of the safety complaint and the responses at all levels will be provided to the appropriate Safety Committee. The substantive decision of the supervisor or the Department Head is not grievable under Article 13 of the MOU. However, failure to adhere to this procedure is grievable under Article 13 of the MOU.

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.

Section 5. Closure of County Buildings Policy

The County 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.

- A. Any and all twenty-four hour, seven days a week facilities and/or operations are exempt from Article 11, Section 5.
- B. Employees whose buildings have been temporarily closed may be reassigned to work sites in the same geographic area.
- C. Regular County employees directed 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 reopen a work site, or is unable to obtain an alternative work site in the same geographical area, an employee will be compensated for that day(s) as if it were a holiday.

- E. During a temporary closure of County buildings, those regular employees who are required to work as part of our essential services, as defined by the Chief Administrative Officer, would receive overtime compensation at time and one-half.
- F. Those employees who are on scheduled vacation, compensatory time off, sick leave or any other paid leave during a designated closure would not be affected by the closure.
- 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 reassignment outside the geographical area, the employee may at his/her request utilize accumulated vacation and/or compensatory time off in lieu of reassignment 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 6. Appeals of Disciplinary Actions

An employee in this unit, 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.

Section 7. Hepatitis B Inoculations

The County shall provide Hepatitis B inoculations to all members of the bargaining unit.

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.

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 if displacement by bumping (demoting in lieu of layoff) is anticipated in accordance with this Article according to 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 (bumping) 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 probation 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 the employee occupied within the prior 3 years and which are at the same or higher rate of pay based upon the current salary plan applicable at the time of the layoff 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. It does include periods covered by authorized leaves of absences and such service accrued before a previous layoff.

2. Performance - The following number of points shall be added to or subtracted from the employee's total number of Retention Point based on the annual regular performance evaluations received in the last three (3) calendar years. If the employee has not yet received a performance evaluation in the calendar year of the proposed layoff, his/her performance will be deemed satisfactory. The evaluation received at the completion of the probationary period shall be a "regular" evaluation, but other performance evaluations received during probation or other special evaluations shall not be counted for purposes of this section. The points shall be as follows for full time employees. Part time employees shall receive a proportional amount of performance points based upon their ongoing work schedule.

- Outstanding - two (2)
- Above Average - one (1)
- Satisfactory - zero (0)
- Needs Improvement - minus one (-1)
- Unsatisfactory - minus two (-2)

The maximum number of points an employee can gain or lose is 2 points per year for a maximum of 6 points.

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 County service prior to the most current period of employment) job related coursework taken during the current period of employment; Department Head determination.

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 12.

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 that 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 only whether or not there was compliance with the procedures prescribed in the "Reduction In Force", Article 12.
- b. The right of appeal is limited to the scope and process provided in this section, "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. Probationary, 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 Sub-section B.3.
- c. The notice of appeal shall state the employee's reasons for the appeal consistent with Sub-section 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 in 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 paragraph 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.
 - i. Either party may notify the Chair of the CSC of their inability to agree on a neutral;
 - ii. 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.
 - iii. 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 party(s) fails to name a representative who can meet within the time limit the CSC Chair shall name a member(s) of the CSC to serve as a second and if necessary third 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 Commissioner(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. The Formal Rules of Evidence shall not apply.

- 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. 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.

B. 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, 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 which shall be processed under the County's Discrimination Complaint Procedure. (County Handbook on Discrimination and Harassment.)
 - 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 which fall under the County's Civil Service Appeal Procedure.

C. 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.

2. Day - shall mean day(s) in which the County's main administration office is open for business.
- D. Grievance Procedure Steps
1. Informal Discussion
Every effort should be made to settle grievances 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 to discuss the problem in effort to clarify the issue and to work cooperatively toward settlement. Such discussion shall occur within fifteen (15) working days of the incident or occurrence giving rise to the complaint. The immediate supervisor shall respond informally within seven (7) working days.
 2. Formal Grievance Steps
The formal 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.
 - a. Immediate Supervisor
An employee may formally submit a grievance to the immediate supervisor within seven (7) working days from the date of the supervisor's informal decision or if the informal decision is not taken place fifteen (15) working days from the date of the incident or occurrence, giving rise to the complaint. Such a written grievance shall set forth the facts at issue, the relief sought and the time of the occurrence of any alleged incident or violations precipitating the grievance. All grievances shall be signed by the employee(s) involved. In the event an employee is unable to sign the grievance by the date submitted, it may be submitted without their signature. The supervisor shall respond in writing within seven (7) working days after receiving the grievance. Time limits for response shall be stayed until the employee has a reasonable opportunity to sign. In the event the employee does not sign the grievance it shall be deemed withdrawn. If the grievance is denied the reasons for denial shall be given in the supervisor's response. This response shall contain the position to which the next level of employee grievance should be addressed.
 - b. Intermediate Supervisor
If the grievance is not resolved by the written decision of the immediate supervisor and if there is an intermediate level of supervision below the Department Head, the grievant may, within five (5) working days after the date of the supervisor's decision, file a written appeal to the intermediate supervisor who shall respond in writing within ten (10) working days. If the grievance is denied, the reasons for denial shall be given in the supervisor's response. This response shall contain the position to which the next level of employee grievance should be addressed.
 - c. Department Head
If the grievance is not resolved by the written decision of the supervisor, the grievant may submit in writing within five (5) working days after the date of the

supervisor's written decision his grievance to the Department Head. The Department Head shall conduct such meeting(s) with the employee; informal hearings and investigations as are appropriate in his/her judgment and deliver to the grievant a written decision within ten (10) working days. If the grievance is denied, the reasons for denial shall be included in the response.

d. Director of Human Resources or His/Her Designee

If the employee wishes to appeal the Department Head's decision, he/she may do so in writing to the Director of Human Resources or his/her designee within five (5) working days after the date of the Department Head's decision. The Director of Human Resources or his/her designee shall conduct such meeting(s), informal hearings and/or investigations as are appropriate in his/her judgment and deliver to the grievant a written decision within fifteen (15) working days. If the grievance is denied, the reasons for the denial shall be included in the response.

3. Final Resolution

Should the Union be unsatisfied with the decision of the Director of Human Resources and the grievance is based upon one of the Articles listed in this Memorandum of Understanding (except for the Reduction in Force, Article 12) the grievant and the Union may within ten (10) working days notify the Director of Human Resources that he/she is appealing the Director of Human Resources decision to arbitration, for final resolution of the grievance, subject to ratification by the Board of Supervisors if the decision required an unbudgeted expenditure. The grievant, the Union, and the County's Management representative shall attempt to mutually agree on an acceptable arbitrator. 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 & 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.

4. Basic Rules

a. Costs

All costs 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.

b. Time Limits

If a grievant 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.

c. Representation

The grievant may be represented by a person of his/her choice at any formal level of this procedure. The grievant may take reasonable County time without loss of pay to prepare his/her grievance and meet with management representatives regarding the grievance. Other employees assisting or representing the grievant shall do so on their own time.

ARTICLE 14. PEACEFUL PERFORMANCE CLAUSE

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 that 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 15. 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 16. SEVERABILITY

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 17. ECONOMIC HARDSHIP REOPENER

At any time after the effective date of this MOU upon 30 calendar days written notice to the Union, the County may reopen this agreement for renegotiation if a financial shortfall in the County budget has occurred that caused the Board of Supervisors to actually reopen negotiations with 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 evidence demonstrating the basis for the claim of financial hardship.

At any time after January 1, 2012, either party may request to meet and confer over the economic status of the County and the impact on the members of the bargaining unit.

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

COUNTY OF EL DORADO

OPERATING ENGINEERS
Local Union #3
AFL-CIO Negotiating Committee
Public Employees Division

Karl Knoblauch
Director of Human Resources

Rick Davis
Business Representative

Date

Edward Bellew

Mary Omara

Robert Kramer

Shelly Williams

Ray Nutting, Chairman
Board of Supervisors

Date_____

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

By_____
Deputy Clerk

ATTACHMENT A