

---

# MEMORANDUM OF UNDERSTANDING

Between

## COUNTY OF EL DORADO

And the

## DEPUTY SHERIFFS' ASSOCIATION

---



---

**June 28, 2011 - December 31, 2013**

**Memorandum of Understanding  
TABLE OF CONTENTS**

<b>ARTICLE 1.</b>	<b>Terms and Conditions</b> .....	1
<b>ARTICLE 2.</b>	<b>Authorized Agents</b> .....	2
<b>ARTICLE 3.</b>	<b>County Rights</b> .....	2
<b>ARTICLE 4.</b>	<b>Association Rights</b> .....	3
	Section A. Payroll Deductions.....	3
	Section B. Communications with Employees.....	3
	Section C. Use of County Buildings .....	4
	Section D. Duplicating Equipment.....	4
	Section E. Attendance at Meet and Confer Sessions .....	4
	Section F. Advance Notice .....	4
	Section G. Accommodation of Ballot Boxes.....	5
	Section H. Association Release Time .....	5
<b>ARTICLE 5.</b>	<b>Non-Discrimination</b> .....	5
<b>ARTICLE 6.</b>	<b>Salary Provisions</b> .....	5
	Section A. Salaries.....	5
	Section B. District Attorney Investigators Salaries .....	6
	Section C. Tahoe Employment Differential .....	6
	Section D. Longevity Pay.....	6
	Section E. POST Certificate Pay .....	7
	Section F. Education Incentive Pay .....	8
	Section G. On Call Duty Compensation .....	8
	Section H. Call-Back Compensation .....	9
	Section I. Acting Pay Assignments.....	9
	Section J. Uniform Allowance.....	10
	Section K. Hazardous Duty Pay.....	10
	Section L. Court Pay.....	10
	Section M. Police Service Dog Handlers.....	11
	Section N. Field Training Officer Pay .....	11
	Section O. Investigative Unit - Detective Pay .....	11
	Section P. Shift Differential .....	12
	Section Q. Retirement Issues.....	12
	Section R. Bilingual Pay.....	12
	Section S. Lake Tahoe West Shore Resident Deputy Housing Incentive .....	12
<b>ARTICLE 7.</b>	<b>Compensation &amp; Salary Resolution Provisions</b> .....	13
	Section A. Salary Resolution .....	13
	Section B. Entrance Salary .....	13
	Section C. Salary Step Increases .....	13
	Section D. Overtime .....	14
<b>ARTICLE 8.</b>	<b>Probation Period</b> .....	15
	Section A. Duration.....	15
	Section B. Laid-Off Employees .....	15
	Section C. Rejection During Initial Probation .....	16
	Section D. Rejection During Secondary Probation.....	16
<b>ARTICLE 9.</b>	<b>Performance Evaluation</b> .....	16

Section A. Documentation of Performance Evaluation .....	16
<b>ARTICLE 10. Insurance Plans .....</b>	<b>17</b>
Section A. Optional Benefit Plan.....	17
Section B. County Medical/Dental Plan .....	18
Section C. Insurance Plan.....	19
Section D. Terms & Conditions .....	19
Section E. Vision.....	19
Section F. Employee Assistance Program.....	20
Section G. Retiree Health Contributions.....	20
Section H. Health Retirement Account Program .....	21
<b>ARTICLE 11. Retirement.....</b>	<b>21</b>
Section A. Safety Retirement.....	21
Section B. PERS Contribution .....	21
Section C. PERS 414(h) Pickup.....	22
<b>ARTICLE 12. Holidays .....</b>	<b>22</b>
Section A. Official County Holidays .....	22
Section B. Alternate Days.....	23
Section C. Pay Status .....	23
<b>ARTICLE 13. Closure of County Buildings .....</b>	<b>24</b>
Section A. Authorization.....	24
<b>ARTICLE 14. Vacation .....</b>	<b>25</b>
Section A. Accumulation Earned .....	25
Section B. Limitations .....	25
<b>ARTICLE 15. Catastrophic Leave Donation Program .....</b>	<b>25</b>
<b>ARTICLE 16. Sick Leave .....</b>	<b>26</b>
Section A. Accrual.....	26
Section B. Eligibility.....	26
Section C. Verification.....	26
Section D. Usage .....	26
Section E. Incapacity to Perform Duties.....	27
Section F. Payment for Unused Sick Leave .....	27
<b>ARTICLE 17. Tuition Reimbursement for Accredited Academic Courses .....</b>	<b>28</b>
Section A. Employee-Requested Courses.....	28
Section B. County-Required Training.....	29
<b>ARTICLE 18. Days and Hours of Work.....</b>	<b>29</b>
Section A. Work Schedules .....	29
Section B. Rest Periods .....	29
Section C. 4850 Absences and Light Duty Assignments .....	30
<b>ARTICLE 19. Damaged Uniforms and Equipment.....</b>	<b>30</b>
Section A. Damage to Uniforms and Privately Owned Safety Equipment.....	30
Section B. Privately Owned Safety Equipment .....	30
Section C. Replacement Cost .....	31
Section D. Procedure for Reimbursement.....	31
Section E. Disposition - Damaged Article .....	31
Section F. Repair Invoice Required .....	32
Section G. Amortization.....	32

Section H. Amortization Table.....	32
<b>ARTICLE 20. Range Ammunition.....</b>	<b>32</b>
<b>ARTICLE 21. Reduction in Force.....</b>	<b>33</b>
Section A. Policy.....	33
Section B. Procedure for Permanent Layoffs.....	33
Section C. Order of Layoff.....	34
Section D. Layoff Privileges.....	34
Section E. Deviation from Retention Points.....	36
Section F. Appeal of Layoff.....	36
<b>ARTICLE 22. Appeals of Disciplinary Actions.....</b>	<b>37</b>
<b>ARTICLE 23. Administrative Appeal.....</b>	<b>37</b>
<b>ARTICLE 24. Grievance Procedure.....</b>	<b>38</b>
Section A. Intent.....	38
Section B. Scope of Grievance.....	38
Section C. Definitions.....	39
Section D. Grievance Procedure Steps.....	39
<b>ARTICLE 25. Promotional Examinations.....</b>	<b>41</b>
<b>ARTICLE 26. Promotional Appointments.....</b>	<b>42</b>
<b>ARTICLE 27. Snow Equipment.....</b>	<b>42</b>
<b>ARTICLE 28. Association Release Time.....</b>	<b>42</b>
<b>ARTICLE 29. Committee on Drug Free Workplace and Drug Testing.....</b>	<b>42</b>
Section A. Drug Free Workplace.....	42
<b>ARTICLE 30. Meals.....</b>	<b>43</b>
<b>ARTICLE 31. Mileage Reimbursement.....</b>	<b>43</b>
<b>ARTICLE 32. Full Understanding, Modification, Waiver.....</b>	<b>43</b>
<b>ARTICLE 33. Peaceful Performance Clause.....</b>	<b>43</b>
<b>ARTICLE 34. Separability.....</b>	<b>45</b>
<b>ARTICLE 35. Recognition.....</b>	<b>45</b>
<b>ARTICLE 36. Economic Hardship Reopener.....</b>	<b>45</b>
<b>ARTICLE 37. Term.....</b>	<b>46</b>
<b>ATTACHMENT A1 &amp; A2. Side Letters.....</b>	<b>46</b>

# **Memorandum of Understanding Deputy Sheriffs' Association**

## **ARTICLE 1 Terms and Conditions**

El Dorado County Deputy Sheriffs' Association (hereinafter referred to as "Association") and representative of the County of El Dorado (hereinafter referred to as "County") have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the Deputy Sheriffs' Association (DSA) bargaining unit, have exchanged freely information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding 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 to the employees in the Deputy Sheriffs' Association for ratification by said employees, and is now presented to the Board of Supervisors, for final approval to implement the wages, hours and other terms and conditions of employment for the period commencing the first full pay period following final approval and adoption by the Board of Supervisors. Unless otherwise indicated herein, all provisions shall become effective on June 28, 2011. For the time period December 15, 2009 until adoption by the Board of Supervisors of the Memorandum of Understanding, the County and the Association have been operating under an imposed Modified Last Best and Final Offer. Nothing contained herein shall be applied on a retroactive basis unless specifically stated.

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 of Understanding.

The parties acknowledge that this Memorandum of Understanding together with all referenced documents incorporated herein, including the attached side letters listed in Attachment A1 & A2, 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 provision of this Memorandum of Understanding and shall become in full force and effect upon the first full pay period following adoption by the Board of Supervisors and shall continue in full force and effect through December 31, 2013, pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510).

## **ARTICLE 2 Authorized Agents**

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

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

El Dorado County Deputy Sheriffs' Association  
President  
P.O. Box 1843  
Placerville, CA 95667

The Association shall 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.

## **ARTICLE 3 County Rights**

County retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum of Understanding except as expressly limited by a specific provision of this Memorandum of Understanding. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by County and not abridged herein, include, but are not limited to, the following: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards, schedules or operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to schedule and require attendance in individual and departmental training programs both during and after normal working hours; 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 shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the County by any law regulating, authorizing or empowering the County to act or refrain from acting.



## **ARTICLE 4 Association Rights**

### **Section A Payroll Deductions**

The Association may have the regular dues and insurance plans deductions of its members deducted from employees' paychecks under procedures prescribed by the County Auditor/Controller. Employees desirous of such deductions must sign and submit an Employee Payroll Deduction Authorization (PDA) card for each type of deduction. Employees are also entitled to revoke or alter such deductions by filing another signed payroll deduction card with the appropriate instructions affixed thereon. Deductions authorized in the above manner will be accumulated and forwarded on a regular basis to the authorized payees. Nothing herein shall prohibit the County from placing reasonable limits as to the number of payees or deductions per employee for the purpose of efficient administration of the payroll system. All duly authorized PDA's will be processed promptly.

The County shall not be liable to the Association, employees or any party by reason of the requirements of this Article for the remittance or payment of any sum other than the constituted actual deductions made from employee wages earned. The Association shall save 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.

Employees may authorize dues deductions only for the organization certified as the exclusive employee organization of the unit which such employees are assigned.

### **Section B Communications with Employees**

The Association 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. The Association may use the Department electronic mail (e-mail) for Association business, provided such usage remains consistent with Departmental Policy, the El Dorado County Computer and Network Resources Usage Policies and Standards Guide and the provisions of this Memorandum of Understanding.

1. The Association may use the Department electronic mail (e-mail) for Association business under the following conditions:
  - a. E-mails shall not be drafted during working hours (not including duty-free breaks and lunches).
  - b. The subject line of the e-mail shall read "DSA Information". E-mails shall be in good taste and shall not malign the Sheriff, the County or its representatives.

- c. Subject matter shall be limited to brief Association announcements, inquiries, notices, agendas, minutes and appropriate attachments.
- d. All e-mail usage shall be consistent with Departmental Policy, the El Dorado County Computer and Network Resource Usage Policies and Standards Guide and the provisions of this MOU.

**Section C Use of County Buildings**

County buildings and other facilities shall be made available for use of the Association 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. Meetings dealing with political activities shall not be conducted on County property.

**Section D Duplicating Equipment**

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

1. The Association purchases any required access keys.
2. The Association reimburses the County promptly upon demand for the actual costs of the use of the equipment and material.
3. The Association use of such equipment and facilities does not interfere with their use of County employees for County business.

**Section E Attendance at Meet and Confer Sessions**

County employees who are official representatives of the Association shall be given reasonable time off with pay to attend formal meet and confer sessions with management representatives. The Association shall notify the Director of Human Resources of the names and departments of employees who are official representatives of the Association. 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 in writing by the Director of Human Resources in unusual circumstances. Except by written agreement with the Director of Human Resources, the number of employees excused for such purposes shall not exceed a total of six (6) in numbers.

**Section F Advance Notice**

Except in cases of emergency as provided below in this subsection the Association, 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 Association on the first business day after the emergency of its actions.

### **Section G Accommodation of Ballot Boxes**

The Association shall be permitted, with the prior notification to the affected Department Heads, to place ballot boxes at the primary offices of the Sheriff's Department and District Attorney's Office, and at a minimum of three (3) secondary work locations of the Association's choice for the purpose of collecting members' ballots on all Association issues subjected to ballot, except ballots regarding job actions. Such boxes shall be the property of the Association, and neither the ballot boxes nor the ballots shall be subjected to the Employer's review or examination at any time.

### **Section H Association Release Time**

The County shall provide to the Association one hundred-twenty (120) hours per calendar year of release time. Such time shall be made available to the officers and Board of Directors to use for Association activity. Such release time shall not be affected when attending meetings which are called by the County, including but not limited to, meetings held for the purpose of meeting and conferring with the County for items related to renewing this agreement. Persons who are authorized to use release time shall provide their supervisors reasonable advance notice in writing of the date and time of such use.

## **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 legitimate organizational activities against any employee covered hereby; by the Association or the County and to the extent prohibited by applicable State and Federal law, there shall be no discrimination against any person with a disability solely because of such disability.

## **ARTICLE 6 Salary Provisions**

### **Section A Salaries**

1. The salaries for the classifications of Deputy Sheriff I, II, and Sheriff's Sergeant shall be set in accordance with Proposition A/EI Dorado County Charter Provision 504, as amended, for each calendar year under the following method:
  - a. If January 1 falls in the first week of a biweekly payroll period, the salaries for the calendar year just beginning shall be effective the first day of that payroll period.

- b. If January 1 falls in the second week of a biweekly payroll period, the new salaries shall begin at the start of the payroll period which follows the one in which January 1 is contained.

It is acknowledged that this procedure is a negotiated agreement in order to permit the efficient administration of the initiative ordinance which covers the salary setting procedure for these positions.

**Section B District Attorney Investigators Salaries**

The salary range of the Investigator (District Attorney) will be maintained so that Step 5 of the salary range for the Investigator (District Attorney) is equal to Step 5 of the salary range for Sheriff's Sergeant. The Sr. Investigator classifications will receive the same percentage increases received by the Investigator (District Attorney) classifications, if any.

**Section C Tahoe Employment Differential**

Employees whose primary work location is in the Tahoe Basin shall receive a total of forty-six dollars and fifteen cents (\$46.15) biweekly. Employees working 20 hours or less in a week shall receive half of this amount.

Effective the beginning of the first full pay period in January, 2001; increase differential to a total of \$69.23 per biweekly pay period.

Effective the beginning of the first full pay period in January, 2002; increase differential to a total of \$80.77 per biweekly pay period.

Effective the beginning of the first full pay period in January, 2003; increase differential to a total of \$92.30 per biweekly pay period.

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

**Section D Longevity Pay**

Longevity pay shall be granted for continuous service with the County as follows: Base salary is defined as the hourly rate as listed in the Salary Resolution for the employee's classification and step.

After 10 years	2.5% of base salary
After 15 years	5.0% of base salary*
After 20 years	7.5% of base salary*

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

Longevity pay increases shall be based upon continuous service with the County in an allocated position and shall be effective on the first day of the biweekly pay period following completion of the required period of service.

**Eligible Employees:** Only employees currently receiving longevity pay in lieu of POST Certificate Pay may remain eligible to receive longevity pay in lieu of POST Certificate Pay. If and when a current employee receiving longevity pay under this provision meets the requirements of an Intermediate or Advanced POST Certificate, the employee may request to receive the specified POST Certificate Pay and will no longer be eligible for Longevity Pay. This Longevity Pay provision applies only to those employees currently receiving Longevity Pay. No employee may receive both Longevity Pay and POST Certificate Pay.

### **Section E POST Certificate Pay**

1. Employees in the class of Deputy Sheriff I, II and Sheriff's Sergeant shall, in lieu of longevity pay, receive 2.5% of base salary for possession of an Intermediate POST Certificate and 2.5% of base salary for possession of an Advanced POST Certificate for a total of 5%.
2. Effective the beginning of the first full pay period in January, 2000, eligible employees in the Unit shall receive 3.5% of base salary for possession of an Intermediate POST Certificate, and 2.5% of base salary for possession of an Advanced POST Certificate, for a total of 6.0%.
3. Effective the beginning of the first full pay period in July, 2001, eligible employees in the Unit shall receive 3.5% of base salary for possession of an Intermediate POST Certificate, and 4.0% of base salary for possession of an Advanced POST Certificate, for a total of 7.5%.
4. Effective the beginning of the first full pay period in July, 2002, eligible employees in the Unit shall receive 3.5% of base salary for possession of an Intermediate POST Certificate, and 5.0% of base salary for possession of an Advanced POST Certificate, for a total of 8.5%.
5. Effective the beginning of the first full pay period in January, 2003, eligible employees in the Unit shall receive 4.5% of base salary for possession of an Intermediate POST Certificate, and a total of 9.5% of base salary for possession of an Advanced POST Certificate. Maximum POST pay shall not exceed a total of 9.5%.
6. Effective the beginning of the first full pay period in July, 2003, eligible employees in the Unit shall receive 5.5% of base salary for possession of an Intermediate POST Certificate, and a total of 10.5% of base salary for possession of an Advanced POST Certificate. Maximum POST pay shall not exceed a total of 10.5%.
7. Effective the beginning of the first full pay period in January, 2005, eligible employees in the Unit shall receive 6.5% of base salary for possession of an Intermediate POST Certificate, and a total of 11.5% of base salary for

possession of an Advanced POST Certificate. Maximum POST pay shall not exceed a total of 11.5%.

8. Effective the beginning of the first full pay period in July, 2006, members in the Unit shall receive 6.5% of base salary for possession of an Intermediate POST Certificate, and a total of 12.5% of base salary for possession of an Advanced POST Certificate. Maximum POST pay shall not exceed a total of 12.5%.

#### **Section F Education Incentive Pay**

Eligible employees in the classification of Deputy Sheriff I/II, Sheriff's Sergeant, DA Investigator, Sr. DA Investigator shall receive a 5% Education Incentive Differential for the possession of a four-year college degree (Bachelor of Arts and/or Bachelor of Sciences degree) from an accredited University and/or College as recognized by the United States Department of Education for Postsecondary Institutions and Programs and/or another authorized source as approved by the appointing authority in writing and submitted to Human Resources for verification. The educational incentive is not cumulative.

Any and all submittals for additional pay in regard to this section is subject to periodic review for validation of, accreditation of institution and any employee may be subject to full re-payment of any funds received and/or subject to discipline if the degree the employee submitted is found to be invalid as defined above.

1. Effective the beginning of the first full pay period in July, 2004, eligible employees in the Unit shall receive a 2% of base salary for possession of an Associate Arts (A.A.) degree from an authorized educational institution, as defined herein.

The educational incentive is not cumulative and the maximum educational incentive an eligible employee may receive is 5% (Bachelor's Degree).

#### **Section G On Call Duty Compensation**

1. When warranted and in the interest of the County operation, department heads or their designee may assign employees to "on call" status.
2. "On Call Duty" is an assigned duty outside the normal work week assignment during which an employee must remain where they can be contacted by telephone and be ready for immediate call-back to the department to perform an essential service.
3. An employee assigned on-call duty shall be compensated at the rate of \$1.60 per hour for each hour of such duty.

## **Section H Call-Back Compensation**

1. When an employee returns to work because of a department request made after the employee has completed his or 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 or she was called back
2. An employee 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.
3. There shall be no duplication or pyramiding of rates 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.
4. "Call-back" time is considered overtime and shall be paid in accordance with overtime pay provisions.
5. The two-hour minimum shall apply only when an employee is required to physically return to work (i.e. 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.
6. 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 I Acting Pay Assignments**

When an employee in a permanent position is assigned to work in a higher classification for which the compensation is greater than that to which the employee is regularly assigned, the employee shall receive compensation for such work at the rate of pay established for the higher classification pursuant to Section 206 Salary on Promotion of El Dorado County Resolution 227-84 commencing on the one hundred sixtieth (160) work hour of the assignment, under the following conditions:

1. 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. Such authorized position having 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.

2. 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.
3. Employees selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.
4. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in the agreement.
5. Higher pay assignments shall not exceed six (6) months except through re-authorization
6. If approval is granted for pay for work in a higher classification and the assignment is terminated and later re-approved for the same employee within thirty (30) days, no additional waiting period will be required.
7. 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 J Uniform Allowance**

Law Enforcement employees who are required to wear a County prescribed uniform, and, when they are required to buy and maintain those uniforms, shall receive a uniform allowance. The Sheriff retains the right to specify the uniform standard for new hires.

Effective the first full pay period following ratification of the Memorandum of Understanding and subsequent final approval by the Board of Supervisors where Law Enforcement employees in the Sheriff's Department are required by the Sheriff to wear or maintain a uniform, members shall be paid a uniform allowance of \$700 per fiscal year, to be paid \$26.92 per pay period.

**Section K Hazardous Duty Pay**

Law Enforcement employees assigned to the Department's Underwater Dive Team, Mountain Rescue Team, and Special Weapons and Tactics (SWAT) Team shall receive an additional \$40.00 for each call out (in addition to all other pay and allowances) during which employees are deployed and an actual underwater or mountain rescue search assignment is completed by such deputy.

Law Enforcement employees assigned to the Department's Bomb Squad shall receive an additional \$40 for each call-out requiring handling/deployment of explosives.

**Section L Court Pay**

An employee who is required in the course of their employment to attend court on their off duty time shall receive the following:



1. For the morning court session the employee shall be credited with three (3) hours plus any hours of work in excess of three (3) hours in which the employee's attendance is required.
2. For the afternoon court session the employee shall be credited with three (3) hours plus any hours of work in excess of three (3) hours in which the employee's attendance is required.
3. Court time shall be considered overtime and shall be paid in accordance with overtime provisions, as defined in Article 7, Section D.3.
4. Court recesses for lunch shall be considered an unpaid lunch period for the employees.

#### **Section M Police Service Dog Handlers**

Deputies available and assigned to the Police Service Dog Handlers Program shall receive an additional \$70 per pay period. The County shall pay, on a claim basis, incurred expenses, for the dogs, directly to the appropriate providers. Deputies available and assigned to this program shall receive 3.5 hours per week, paid at overtime rates, for the off duty maintenance of the dog in accordance with Article 7, Section D.3. The County shall pay such officers only when assigned to this program. This program shall be limited to nine (9) Police Service Dog Handlers.

#### **Section N Field Training Officer Pay**

Qualified employees in the Deputy Sheriff II classification who are assigned on a full-time basis by the Sheriff as a Field Training Officer shall receive a five percent (5%) of base pay differential for the assignment.

Required qualifications and assignment as a Field Training Officer and assignment of new Deputy Sheriffs to Field Training Officers shall be made at the sole discretion of the Sheriff. The duties and responsibilities of Field Training Officers and the activities that constitute "field training" shall also be at the sole discretion of the Sheriff. When such assignment is terminated at the discretion of the Sheriff, and the employee is no longer entitled to Field Training Officer Pay, such loss of Field Training Officer Pay shall not be considered a "punitive action" under the Public Safety Officers Procedural Bill of Rights Act (Government Code Section 3300 et. seq.), and is not subject to appeal or grievance.

#### **Section O Investigative Unit – Detective Pay**

"Investigative Unit" refers to and is limited to employees assigned under this section to the Investigative Services Division, as Background/Internal Affairs Investigators to the Administrative Support Division, and the Civil Coroner Investigative Unit.

Effective the beginning of the first full pay period in July, 2000, employees in Deputy Sheriff II and Sheriff's Sergeant classifications who are assigned on a full-time basis by the Sheriff to the "Investigative Unit" shall receive a 5% pay differential as Detectives, during the term of the assignment. When such assignment is terminated at the discretion of the Sheriff, and the employee is no longer entitled to detective pay, such loss of detective pay shall not be considered a "punitive action" under the Peace Officer Bill of Rights (Government Code Section 3300, et. seq.), and is not subject to appeal or the grievance procedure.

Effective the beginning of the first full pay period in March, 2000 employees in the classification of Assistant Coroner shall be eligible to receive Detective Assignment Pay pursuant to the conditions set forth in paragraph O.

**Section P**     Shift Differential

Effective the beginning of the first full pay period in November, 1996, the defined "night shift" as determined by the department shall receive an additional seventy-five cents (\$.75) per hour over their regular rate of pay for all hours actually worked during the defined night shift.

**Section Q**     Retirement Issues

The County will maintain 1959 Survivor Benefits, Level 4 pursuant to Government Code §21382.5. Each employee shall contribute the employee's contribution as required by PERS.

**Section R**     Bilingual Pay

Eligible employees, who are designated by the Sheriff to utilize bilingual skills, shall be compensated forty dollars (\$40) per pay period. Eligible employees must be certified by the County as possessing the requisite skill in the foreign language (including Sign Language) required in the assignment and must be authorized and required as a regular part of the assignment of duties to converse and/or write in a language other than English.

**Section S**     Lake Tahoe West Shore Resident Deputy Housing Incentive Pay

Employees in the class of Deputy Sheriff who are permanently assigned as a Resident Deputy to the Lake Tahoe West Shore area shall receive two-hundred seventy-six dollars and ninety-three cents (\$276.93) biweekly. It is understood that to be eligible for assignment as a Resident Deputy, employees must be willing to agree to a minimum of three year commitment to the Resident Deputy assignment, which requires that the Deputy reside in the West Shore community.

It is further understood that the selection of Resident Deputies is at the sole discretion of the Sheriff, and that when such assignment is terminated at the

discretion of the Sheriff, and the employee is no longer entitled to the housing incentive pay, the loss of such pay shall not be considered punitive action under the Public Safety Officers Procedural Rights Act (Government Code Section 3300 et seq.), or a reduction in rank or compensation pursuant to Section 1103 et seq. of the El Dorado County Personnel Management Resolution No. 228-84, and is not subject to appeal or grievance.

## **ARTICLE 7 Compensation & Salary Resolution Provisions**

### **Section A Salary Resolution**

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

### **Section B Entrance Salary**

Except as approved by the Board of Supervisors, the entrance salary for a new employee entering County service shall be the minimum salary, the first step of the range, for the class to which he/she is appointed.

### **Section C 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 merit 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. Changes 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. Provisions of Resolutions 227-84 & 228-84 in regard to anniversary dates, pay change dates, etc. shall apply.
6. 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 7.C.1. & 2., an employee's eligibility for merit salary step increase shall be extended commensurately for each

full pay period an employee is on authorized leave without pay except as provided by law.

7. **Salary Status Upon Re-employment** - 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.

#### **Section D Overtime**

1. **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 authority must be made on the next regular working day.
2. **Definition:** Overtime shall be defined as any authorized time worked beyond forty (40) hours in one (7) day work period, or eighty (80) hours in a fourteen (14) day work period as designated by the County for each employee. "Time worked" shall be defined to not include vacations, authorized compensatory time off, sick leave for work-related illness or injury and sick leave. For employees in assignments which observe holidays with time off, holidays will not be considered as time worked.
3. **Compensation:** Overtime shall be compensated at one and one half (1 ½) times the employee's regular hourly rate of pay, or at the employee's request and with the department's approval compensating time off (CTO) may be accrued at the rate of one and one half (1 ½) times off for each hour worked in lieu of overtime pay.
4. **Accumulation and Use of Compensatory Time off:** The maximum accumulation of Compensating Time off (CTO) shall be 160 hours.
  - a) Use of accumulated CTO shall be a time mutually agreeable to the department head and the employee.
  - b) Upon written request of the employee the County will pay off up to the full amount of accumulated CTO time in the 25<sup>th</sup> pay period. It shall be the employee's option to determine whether all or part of the CTO is paid.
  - c) Upon termination, any employee with accumulated CTO shall have it paid off.

## 5. Other Provisions

- a) 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.
- b) Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase period. 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.

## **ARTICLE 8 Probation Periods**

### **Section A Duration**

Probation periods are considered as a continuation of the selection process and apply to all initial appointments, promotions and employee-initiated lateral transfers to a different classification. 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. Law Enforcement employees in the class of Sheriff's Deputy I & II shall undergo a probationary period of thirty-nine (39) biweekly pay periods. Employees in the classification of Sheriff's Sergeant, Investigator (DA) and Senior Investigator (DA) shall serve a probationary period of thirteen (13) biweekly pay periods. 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.

1. Time worked by an employee in a temporary, extra-help, CETA or other employment shall not count toward completion of the probationary period. An employee, who is not rejected prior to completion of the prescribed probationary period, unless extended as per provision herein, shall acquire permanent status automatically.

### **Section B 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 another 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 re-employed shall serve a complete new probationary period upon rehire.

### **Section C 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, religious or union activities, race, color, national origin, sex, age, handicap or sexual orientation. The appointing authority shall notify the employee in writing that he/she is rejected during probation. No reasons for the action are necessary.

### **Section D 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.

## **ARTICLE 9 Performance Evaluations**

### **Section A Documentation of Performance Evaluation**

An employee shall be evaluated by employee's first-level supervisor annually. Probationary employees shall receive evaluations at three (3) months, twelve (12) months and two (2) weeks prior to the expiration of their probationary period. The evaluation as prepared by the first level supervisor shall be reviewed by that supervisor's superiors up to and including the Department Head.

1. Evaluations will be based primarily on observations by the evaluator of the employee in the performance of his/her duties.
2. An employee will be informed at least 24 hours in advance of a meeting with his/her supervisor to discuss the employee's evaluation and to put the evaluation in writing on the evaluation form.
3. The employee shall be informed of his/her right to prepare and have attached to the evaluation any written comments which the employee wishes to make.
4. When an employee is rated unsatisfactory on any factor, the evaluation will give the reasons for such rating and include specific recommendations for improvement in writing.
5. The employee's signing of an evaluation form does not necessarily mean that the employee agrees with the evaluation, but it does mean that the

11-0682.F.20



employee has had an opportunity to discuss the evaluation with his/her evaluator. Evaluations that are unsigned due to the employee's refusal to discuss or sign the evaluation shall be placed in the employee's file with the signed comment by the supervisor indicating that the employee refused to sign.

6. The employee will be given a copy of his/her completed evaluation form after it has been reviewed by the Human Resources Department.
7. Nothing shall be added to an evaluation after the employee has received a copy of the final evaluation form without the employee's written acknowledgment except as provided for in Section A above.

## **ARTICLE 10 Insurance Plans**

### **Section A Optional Benefit Plan**

The County agrees to continue its contribution for each employee's Optional Benefit Plan Account of \$158.00 per pay period. The County agrees to make this contribution to each employee's Optional Benefit Plan Account for each bi-weekly payroll period in which the employee is in a pay status for the full pay period or is on an approved leave of absence where they are receiving pay from vacation or sick leave for at least 16 hours in a pay period. The County shall not make any contribution for employees not in an approved leave status or receiving less than 16 hours of pay.

The Optional Benefit Plan contents and requirements shall be that Plan to be adopted by the Board of Supervisors for the employees represented by the Deputy Sheriffs' Association and is generally described as follows:

1. Employees may purchase from their Optional Benefit Plan:
  - a) County self-insured Medical/Dental Plan sponsored by the County for employees and dependents.
  - b) Non-reimbursed medical expenses for employees and dependents.
  - c) Dependent care.
  - d) Group life insurance.
  - e) Cash.
  - f) Such other programs as may be described in the Optional Benefit Plan document or otherwise offered by the County through this plan.

**Section B County Medical/Dental Plan**

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 by the Board of Supervisors but no earlier than the pay period containing January 1.
2. Contribution rates for July 1, 2011 through December 31, 2011 are:

County Health Plans – July 1, 2011 – December 31, 2011			
	Employee Only	Employee Plus One	Employee Plus Two or More
County Contribution	\$230.89	\$441.24	\$603.18
Employee	166.11	299.76	416.82
<b>Total</b>	<b>\$397.00</b>	<b>\$741.00</b>	<b>\$1020.00</b>
Note: Employees in this unit receive \$158.00 per pay period in Optional Benefits Plan credits, which can be used to offset employee contributions.			

3. Annually, in the event of a rate increase, the County shall increase its contribution to the County's medical/dental plan by up to 7.5% of the total rate in order to offset the increase. Any remaining cost shall be paid by the employee.
4. Employees enrolled in the County's self-funded Medical/Dental program for employees and/or dependents who are receiving less than 16 hours of pay per pay period and therefore not eligible for a County contribution may pay directly to the Auditor's office the total contribution necessary to continue health and dental benefit coverage.
5. The employee will continue to pay the employee's regular biweekly contribution in future health plan years as outlined in Section B above plus any additional costs which are necessary when added to the maximum County contribution stated above, to pay the total increased cost of the Plan rate.

### **Section C Insurance Plan**

The County will implement an open enrollment period once every year. The parties acknowledge that, due to the County's intent to join the CSAC EIA Health Program, in regard to the County self funded PPO plan, the health care coverage term will change for the County sponsored Health Plans from a fiscal year (July-June) to a calendar year. In order to accommodate the transition to the EIA Health Program, there will be an open enrollment during May of 2011, for the period July 1, 2011 through December 31, 2011 and another open enrollment in October 2011 for the ensuing new county Health Plan calendar year in 2012. Thereafter, open enrollment periods will occur once for every calendar year.

### **Section D Terms & Conditions**

1. County sponsored medical 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. Medical 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. For employees in the County Medical/Dental Plan, the County shall provide an employee's physical exam benefit of \$150 and shall extend this benefit to the employee's spouse.
4. The parties agree during the term of this MOU to continue to meet in good faith through a representative on the County's Health Plan Advisory Committee, to identify cost containment provisions to the County's Medical/Dental Plan. The Committee will address cost containment provisions in the areas of limitations of chiropractic/physical therapy utilization, managed prescription drug programs and wellness. Changes will be brought to the Board of Supervisors as County Medical/Dental Plan Amendments.
5. Annually, the County and the Association shall meet and confer on any impacts of the Patient Protection and Affordable Care Act (Federal Health Care Legislation).

### **Section E Vision**

11-0682.F.23

The County will maintain a vision care component for employees and their dependents that are enrolled in a County sponsored Health Plan; benefit entitlements shall be those provided with each respective plan. Employees who are not enrolled in a County sponsored plan and who receive vision coverage may continue to do so through June 30, 1997.

**Section F Employee Assistance Program**

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

**Section G Retiree Health Contributions**

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 January 1, 1999, and who has attained a cumulative total completed years of service (excluding extra help service and provisional) with the County of El Dorado as specified below, shall be entitled to the percentage monthly contribution of the "employee only" Blue Shield rate toward a County-Sponsored Health Plan as follows:

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

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

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

In lieu of the above and until December 31, 2002, 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, at the Blue Shield employee-only rate, towards a County-Sponsored Health Plan or Alternate County-Sponsored Health Plan in which the retiree is otherwise eligible to enroll. Retired employees have the option to include eligible dependents at additional cost. Employees retiring under this provision will be eligible to enroll in another health plan of their choice, other than the plans offered by the County, and have the 4 years of the employee-only rate premium paid by the County of up to the amount of the Blue Shield employee-only premium rate. The County would reimburse the employee for the premium of the outside health plan on the employee's behalf.

This Section G, titled Retiree Health Insurance, as stated above shall be discontinued for all newly hired employees effective the first full pay period following approval by the Board of Supervisors effective January 19, 2010.

## **Section H Health Retirement Account Program**

The County and the Association shall work together to develop and provide an employee funded Health Retirement Account Program, at not cost to the County.

## **ARTICLE 11 Retirement**

### **Section A Safety Retirement**

1. The County will continue its contract with PERS to provide "3% @ 50, Highest One-Year" Safety Retirement, for employees who currently receive this benefit and were employed prior to the effective date of the PERS contract amendment in regard to newly hired employees as described in 2 below.
2. Effective the first full pay period in July 2011, or as soon as feasible, the County will amend its contract with PERS to provide "2% @ 50" retirement formula, based on the "Three-Year Final Compensation", applicable to all newly hired employees as of the date of the PERS contract amendment.

Implementation of the provisions defined in Section A. 2, above is pursuant to the rules, regulations and requirements of PERS rules and Government Code. Implementation is also contingent upon agreement of implementation of these provisions by the other affected bargaining units which include "Safety Unit" employees.

### **Section B PERS Contribution**

1. Effective the beginning of the first full pay period in July 2005, the County will pay 9.0% of the employees PERS contribution to PERS on behalf of employees in the Deputy Sheriff Association.
2. Effective beginning July 1, 2011: "Safety" employees in this bargaining unit will pay a portion of the employee 9% share of the PERS "Safety" contribution to PERS for participation in the Safety formula as follows:
  - a. Effective the first full pay period of July 2011, members shall contribute 3% of the 9% of the employee share of the contribution for PERS retirement.
  - b. Effective the first full pay period of January 2012, members shall contribute 6% of the 9% of the employee share of the contribution for PERS retirement.

- c. Effective the first full pay period of January 2013, members shall contribute the full 9% employee share of the contribution for PERS retirement.

### **Section C PERS 414(h) (2) Pickup**

The County agrees to continue the provisions of IRS Section 414 (h) (2) (commonly called in California "PERS Pickup"). This program involves the employee's PERS contribution being shown for tax purposes only as an employer's contribution. This program will only stay in effect as long as IRS 414(h) (2) is an approved IRS program, and shall be amended to reflect the PERS pick-up in Section B.2 above.

## **ARTICLE 12 Holidays**

### **Section A Official County Holidays**

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

\* Floating Holiday - In Lieu of Lincoln's Birthday

Regular employees who are not part of 24 hour coverage and/or do not receive pro-rated holidays in accordance with Section B. or C., below, shall be entitled to up to eight (8) hours of holiday time. This time will be credited the first full pay period in July of each year. This floating holiday 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.



February 12, Lincoln's Birthday, will not be considered a holiday for payroll purposes. This floating holiday must be used within one year of accrual and is not subject to the payoff provisions. Any unused floating holiday time will be lost.

**\* Floating Holiday - In Lieu of Columbus Day**

Regular employees who are not part of 24 hour coverage and/or do not receive pro-rated holidays in accordance with Section B., or C., below, shall be entitled to up to eight (8) hours of holiday time. This time will be credited the first full pay period in July of each year. This floating holiday 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.

Columbus Day will not be considered a holiday for payroll purposes. This floating holiday must be used within one year of accrual and is not subject to the payoff provisions. Any unused floating holiday time will be lost.

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.

**Section B Alternate Days**

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 holiday (Tuesday). In years in which December 25th falls on a Saturday, the County shall also observe December 23 as a holiday (Thursday). Except as otherwise specified in B above 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 or equivalent compensation in 1992.

**Section C Pay Status**

Regular employees shall be entitled to take all authorized holidays at their base pay, including longevity, not to exceed (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.

1. Employees in assignments which are part of 24-hour coverage shall receive holiday pay at the straight time rate for thirteen (13) eight (8) hour holidays per year prorated equally over twenty-six (26) pay periods. Effective 1993, the number of holidays for which employees may receive holiday pay shall increase to 13. No other observance shall be recognized by the County.

Employees transferring between 24-hour coverage shifts and non-24-hour coverage shifts shall have their holiday allowance computed and conversion approved by the County Administrative Office and the Auditor's Office at the time of such transfer. Employees must be in a paid status in the pay period in order to receive this prorated holiday pay.

2. Employees in the Bargaining Unit, (other than those assigned to 24-hour coverage) may each calendar year elect Holiday pay in lieu of having the official County holidays as designated days off. Employees must make their election by December 15 for each calendar year.
3. Once made, an employee may not change his/her election during the calendar year. Employees who choose to receive Holiday pay in lieu of designated days off may be reassigned to other work sites and perform other duties as required.
4. Employees assigned to 24-hour coverage posts will continue to receive Holiday pay in lieu of having the official County holidays as designated days off.
5. For employees in the Unit whose work schedule is not part of 24 hour coverage, and the employee works an alternative work schedule, a holiday falling on an employee's day off will not be counted as hours worked for purposes of overtime.

## **ARTICLE 13 Closures of County Buildings**

### **Section A Authorization**

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.

1. Any and all twenty-four hour, seven day a week facilities and/or operations are exempt from Article 13, Section A.
2. Employees whose regular work locations/buildings have been temporarily closed may be reassigned to other work sites.
3. Regular County employees directed to not report to work or who are sent home from work due to the closure of their work site, shall receive their regular pay for that scheduled shift.
4. After the first day of closure of a County building, if the County is unable to re-open a work site, or is unable to obtain an alternative work site; and the employee is not allowed to come to work, said employee will be compensated for that day(s) as if it were a holiday.
5. During a temporary closure of County buildings, when no alternative work site is designated, those regular employees who are required to work as part of our essential services, as defined by the Chief Administrative Officer, would

11-0682.F.28

receive compensation at the overtime rate for those hours actually worked during the designated closure.

6. 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.

## **ARTICLE 14 Vacation**

Unit employees receive vacation benefits consistent with the provisions of Resolution #227-84 & 228-84 and applicable County ordinances as summarized below.

### **Section 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 & 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.

### **Section B Limitations**

1. Vacation time may not be taken until after thirteen (13) biweekly pay periods of continuous service.
2. Extra-help, CETA or other employment time may not count toward the required continuous service for vacation benefits.

## **ARTICLE 15 Catastrophic Leave Donation Program**

An employee may donate in four (4) hour increments his/her accumulated vacation time and/or compensatory time off to another employee who has exhausted their sick leave and vacation leave due to an extended or catastrophic illness. Such donations shall be on a form prescribed by the County Auditor. The hours donated will be deducted from the donating employees accumulated balance and credited to the vacation accumulation account of the employee receiving the donation. The accepting employee will be responsible for payment for any applicable taxes. The County shall withhold any amounts authorized or required by law. Time donated in accord with these provisions may not be re-donated to any third parties or persons.

## **ARTICLE 16 Sick Leave**

### **Section 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.

### **Section B Eligibility**

No regular employee shall be entitled to sick leave with pay until he/she has two (2) biweekly pay periods of continuous service with the County.

### **Section 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.

1. If an employee who has taken sick leave is suspected of abuse, the Department may institute an investigation. Based upon the results of that investigation, appropriate action will be taken.
2. If a unit member is believed to be an excessive user of sick leave, or if his/her use of sick leave is suspect, the Department may require a physician's letter or other acceptable substitute before authorizing future sick leave usage. Examples of excessive use of sick leave include but are not limited to:
  - a) Documented abuse;
  - b) In excess of six individual uses of sick leave in a twelve (12) month period;
  - c) More than four uses of sick leave in conjunction with days off in a twelve (12) month period.
3. In cases where a doctor's letter is required by the Department, the need for such letters will not exceed a twelve (12) consecutive month period.

### **Section 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, or exposure to contagious disease which incapacitates him/her from performance of duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from by a licensed Physician.

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 and with Short Term Disability Insurance as provided in the Personnel Rules.
4. The employee's attendance to care for a member of the immediate family as defined by the FMLA and CFRA (Family Medical Leave Act and California Family Rights Act currently define immediate family as a dependent child, spouse or parent) who is ill.
5. Employees may use up to 3 days of sick leave for bereavement leave for 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, registered domestic partner, son, daughter, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents or grandchildren by blood or marriage. Any person for whom the employee has been designated legal guardian or any person who is a regular member of the employee's household.

**Section 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.

**Section F Payment for Unused Sick Leave**

1. In order to receive payment for unused sick leave at the time of retirement, layoff or voluntary termination, a County employee must have five or more years of County service.
  - a) Employees with over 5 years of service:  
Shall receive 20% of their unused sick leave paid.
  - b) Employees with over 10 years of service:  
Shall receive 40% of their unused sick leave paid.
  - c) Employees with over 15 years of service:  
Shall receive 70% of their unused sick leave paid.
  - d) Employees with over 20 years of service:  
Shall receive 100% of their unused sick leave paid.

2. Effective January 1, 2002, only employees who retire from County service and pursuant to PERS may be eligible for payment of unused sick leave pursuant to paragraph 1 above.

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

## **ARTICLE 17 Tuition Reimbursements for Accredited Academic Courses**

### **Section 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.

11-0682.F.32



- 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 approved course and of the amount of tuition paid by the employee.

### **Section B County-Required Training**

The above policy shall not apply (1) to education or training required by the County as a condition of continued employment in the employee's present position. Such education or training shall be reimbursable at 100% or paid directly by the County and shall take place on County time, and (2) to training required by statute, meetings of professional organizations, conventions of State associations of officials, conferences called by State officers, and training courses initiated by the County, all of which shall be reimbursed as provided in the County's travel policy.

## **ARTICLE 18 Days and Hours of Work**

### **Section A Work Schedules**

The appointing authority shall fix the hours of work with due regard for the convenience of the public and the laws of the County.

The County agrees to assign employees to a regular work schedule, the County may change that schedule at its discretion. Except as described in 18.C. below, the County agrees to give employees a minimum of an eight (8) working days advance notice of work schedule changes.

Notwithstanding 18. A. above, in circumstances where a work schedule change is a temporary reassignment for four (4) months or less in duration, the County shall give employees a minimum of four (4) shifts (for employees on a 4/10 schedule), or five (5) shifts (for employees on a 5/8 schedule) advance notice of a work schedule change. After the temporary assignment, employees shall return to the assignment held prior the temporary assignment.

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.

### **Section B. Rest Periods**

Employees shall be allowed a rest period of fifteen (15) minutes during each four (4) hour period. 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-hour shift. Rest periods are not accumulative and if not taken during

the four hour period are lost. Rest periods, if not taken, are lost and may not be accumulated to extend rest periods or to shorten the work day. Neither shall any additional pay accrue to an employee who misses or loses a rest period.

**Section C. "4850" Absences and Light Duty Assignments**

If an employee is on "4850" time for longer than one pay period and has elected "Holidays Off", the County may change designation to "Holiday Pay" election and pay holiday pay.

Notwithstanding Sections 18.B or 18.C, upon return from "4850" time, if placed in "light duty" status by a competent medical professional, the County has the option to assign the employee to either a 4/10 or 5/8 work schedule, and to set the work week, depending on the needs of the County. When the employee is released to normal duty status by a competent medical professional, the employee will return to the work schedule held prior to beginning "4850" time.

**ARTICLE 19 Damaged Uniforms and Equipment**

All safety equipment damaged or destroyed in the line of duty will be repaired or replaced by the County subject to the approval and recommendation by the Sheriff and Chief Administrative Officer according to the following policy:

**Section A Damage to Uniforms and Privately Owned Safety Equipment**

1. **Reimbursement:** Reimbursement shall be either payment for cost of repairs or the depreciated value of items damaged beyond repair in the line of duty. Cost of repairs not to exceed cost or depreciated value.
2. **Value:** Value of items damaged beyond repair will be computed on the depreciated value at the time of damage.

**Section B Privately Owned Safety Equipment**

1. **Risk:** Officers electing to carry their own equipment do so at their own expense and risk.
2. **Maintenance:** The Department will not repair or maintain privately-owned equipment except as provided for in this policy.
3. **Personal Property:** Personal property stolen, damaged or destroyed while on duty will only be replaced if it is an item covered in this policy and there is no negligence on the part of the officer. A theft report must be filed. Items stolen from an unlocked vehicle will not be reimbursed. Any payment from the County will be reduced by the proceeds of any insurance or awards collected through the court. The employee must file a claim. If employee fails to file a claim, the County will not reimburse.

## **Section C**    Replacement Cost

When a member elects to substitute privately owned equipment for a similar item or items available through the County issue, no more than the current replacement cost of the County issued item or items will be allowed when computing reimbursement for equipment destroyed.

1. Expensive Personal Items: Uniform damage claims for expensive personal items are subject to reimbursement at an amount less than the replacement cost.
2. Claims: Claims for items not within the intent of this policy will not be allowed.
3. Receipts: In order to account for use life, officer will keep cost of receipt of all uniform purchases which he must keep on file, and he must furnish to the Department upon its request.
4. Negligence: No reimbursement if cause by negligence on the part of the employee.

## **Section D**    Procedure for Reimbursement: Uniforms and Privately Owned Equipment

1. Inspection of Damaged Uniform or Equipment Item: Any damaged uniform or equipment item for which a reimbursement claim will be submitted shall be examined by the claimant's supervisor prior to being repaired or replaced.
2. Filing of Claim: The unit employee who has sustained damage or loss of covered equipment or uniform shall submit a written claim to his supervisor which shall identify the property damaged or lost, the circumstances surrounding its loss or damage, the owner of the property, the amount of the claim and whether or not other reimbursement has been sought or received.
3. Review of Claim: The Sheriff or his designee shall review and either approve or disapprove the claim. If the claim is disapproved, the reasons shall be stated on the back of the form. Claims for over \$25 must be approved by the Chief Administrative Officer

## **Section E**    Disposition - Damaged Article

Whenever an article of uniform or equipment is surveyed as damaged beyond repair, the Sheriff or his designee shall take custody of such article upon submission of a claim and shall hold it until the claimant is reimbursed. The article shall then be disposed of in an appropriate manner.

## **Section F Repair Invoice Required**

When an article is repaired, a receipt for costs of the service shall accompany the claim for reimbursement. Articles repaired shall be itemized and the cost of each article listed on the bill.

## **Section G Amortization**

1. Divide the replacement cost by the useful life, which determines the monthly rate.
2. Multiply the monthly rate by the number of months since purchased.
3. Subtract results obtained in step 2 from the replacement cost.

## **Section H Amortization Table**

<u>Uniform Item</u>	<u>Use Life</u>
Boots	36 months
Cap	36 months
Citation Book Holder	48 months
Coat, Cold Weather	48 months
Glasses - Prescription (Orig. Cost, Must use ins. funds if available)	24 months
Glasses - Sunglasses (Not to exceed \$50)	24 months
Gloves	36 months
Jacket, Lightweight	48 months
Jacket, Wool	60 months
Duty Service Weapon	Indefinite
Shirt, Short Sleeve	24 months
Shirt, Long Sleeve	24 months
Shirt, Wool Gabardine, (Long or Short Sleeve)	36 months
Shoes (Not to exceed \$55)	36 months
Tie	6 months
Trousers, Synthetic	24 months
Trousers, Wool	36 months
Watch (Original cost limit \$50)	24 months

## **ARTICLE 20 Range Ammunition**

Each POST Certified Peace Officer required to carry a handgun shall be entitled to draw 120 rounds of .40, .357, or .45 caliber target ammunition per month on a non-accumulative basis. Expended cartridge cases shall be returned to the El Dorado County Sheriff each month and before the issuance of the next month's allotment. Said ammunition shall be expended for training purposes according to a training

11-0682.F.36

program directed by Department policy. This procedure is dependent upon acquisition of free ammunition by the County in sufficient amounts to cover the obligation herein.

## **ARTICLE 21 Reductions 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.

### **Section 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 or up to ten (10) working days of specific employees or classifications without invoking the provisions of this policy, or (2) a specific layoff by category, classification, number of employees and department (s) pursuant to this policy.

### **Section 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 Human Resources Department, 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 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 Association's current address. It is the Department Head's responsibility to insure posting.
2. Layoffs 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 Human Resources Department. 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 mail room 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 re-promotion 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 Human Resources Department that they will be exercising their displacement rights.

### **Section C Order of Layoff**

1. 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. In cases when two or more employees are tied with the same number of retention points, the department head shall make the determination of which employee shall be retained. Any required reduction in the number of employees shall be in the following order within the same classification:
  - a. Extra-help
  - b. Probationary employees serving an initial probationary period
  - c. Regular permanent full-time and part-time employees.
2. A full time employee shall receive one half ( $\frac{1}{2}$ ) point for each full month of continuous service as regular County employee in his classification and higher classifications, including probationary time but excluding time as extra-help, CETA or contract employment. Part time employees shall receive a proportional amount of longevity points. 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.

### **Section 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. Retention point computation for displacement purposes are made as determined for the original layoff. This is considered a voluntary demotion.

2. **Layoff Eligible List**

Re-employment and re-promotion shall be in inverse order of layoff. Names of employees with permanent status who have been laid off will be placed

11-0682.F.38



on an appropriate layoff reinstatement list for their classification and department in order of Retention Points for a period of two (2) years.

Re-promotion lists shall be in effect for three (3) years. This list shall be maintained in the Human Resources Department. Three refusals to accept re-employment from a departmental layoff list (or re-promotion list) will remove the eligible individual's name from that list unless the offer of re-employment 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 re-employment must respond within ten (10) working days from the mailing date. Offers of re-employment shall be sent by first class mail to the last address on file in the Human Resources Department. It is the employee's responsibility to insure that a current address is provided to the County Human Resources Department.

### 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 duties of which, in the judgment of the department head and Director of Human Resources, they are capable of performing. 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. 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.

### 5. Employment Interviews

Department heads that are referred the names of individuals designated for layoff and who have requested transfers shall personally insure that such persons are provided an employment interview.

### 6. Status on Re-employment

An employee who has been laid off or voluntarily reduced under the provisions of this Article and subsequently re-employed 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.

**7. Meet and Confer**

Prior to the actual layoffs, the County's representatives and the Association shall, at the request of the Association meet and confer over the practical effects of the proposed layoffs.

**Section 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 seniority along 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.

**Section F Appeal of Layoff**

Permanent employees laid off shall have the right to appeal such layoff. The scope of 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. The issues of such appeal shall be limited only to whether or not there was compliance with the procedures herein prescribed in this Reduction in Force Article. The appeal process shall be as contained herein only.

- 1. A notice of appeal shall be filed in writing with the Clerk of the Board of Supervisors within ten (10) working days after the date of service of the notice of layoff as provided in Sub-Section B.3. The notice of appeal shall state the employee's reasons for the appeal, but a notice of appeal based on reason(s) not appealable under this Section F shall not be effective for any purpose.

The Clerk of the Board shall forward the appeal within five (5) working days to the Secretary of the Civil Service Commission. A copy of the notice of appeal shall immediately be served by the employee on the Human Resources Department, and if the Human Resources Department ascertains that another employee would be adversely affected if the

appealing employee should prevail, the other employee may be made an additional party to the proceedings, and shall be promptly notified. The Human Resources Department shall also notify the appealing party and the Civil Service Commission of the name of any employee made an additional party to the proceedings under this Section. The failure to file an appeal in the time provided in this Section or the failure to appear at the subsequent hearing shall constitute a waiver of the right to appeal, and layoff of the appealing party shall be final.

2. Upon receipt of a notice of appeal the Executive Officer to the Civil Service Commission will establish a hearing date. The date shall not be more than twenty (20) regular business days from the date of such receipt except by agreement of all parties concerned. The secretary to the Civil Service Commission will give at least five (5) working days written notice of the time and place of the hearing to the employee and the person making the charges. The Commission members shall receive copies of all documents submitted by the appealing party and the County in response.
3. All hearings regarding layoffs are public. All parties have the right to produce evidence and be represented by counsel. The hearing will be informal, and the Civil Service Commission is not bound by any of the rules of evidence governing trial procedure.
4. The jurisdiction of the Civil Service Commission is limited to the issue of whether or not there was compliance with the procedures herein prescribed in this Reduction in Force Article.

## **ARTICLE 22 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 228-84, Section 207.

## **ARTICLE 23 Administrative Appeals**

Pursuant to Government Code Section 3300 et. seq.:

As regards alleged "punitive actions" in the nature of terminations, demotions in class or salary step, and suspensions without pay only, the right to appeal such discipline to the Civil Service Commission as provided for in the foregoing section is agreed to constitute the "administrative appeal" required by Government Code Section 3300 et. seq. For those employees of this unit who are entitled to the protections provided for by the Peace Officer's Procedural Bill of Rights.

As regards any other alleged "punitive action" for which there exists a right of "administrative appeal" pursuant to Government Code Section 3300 et. seq. The following "administrative appeal" is provided:

1. Within five (5) working days from the effective date of such punitive action, the employee must submit in writing a Notice of Appeal to the Sheriff acting in the capacity of Administrative Appeal Officer, together with any and all documents supporting the employee's appeal including statements from any witnesses. Failure to submit a Notice of Appeal to the Sheriff within the time period prescribed shall constitute an absolute waiver of the right to an "administrative appeal" pursuant to Government Code Section 3300 et. seq.
2. The Sheriff or his/her designee must respond in writing to the Notice of Appeal within twenty (20) working days following submission. No hearing is required to be held and the Sheriff/Designee may respond to the appeal solely on the materials and documents provided by the appealing employee and by the department.
3. The Sheriff or his/her designee, acting as the Administrative Appeal Officer, shall have the power to amend, modify, rescind, or uphold, in whole or any part thereof, the claimed punitive action of the Department or authority imposing discipline.
4. The "administrative appeal": provided for herein need not be completed prior to the implementation of the alleged "punitive action".

## **ARTICLE 24 Grievance Procedure**

### **Section 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.

### **Section B Scope of Grievance**

1. A grievance is a claimed violation, misapplication or miss-interpretation of the provisions of a Resolution 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 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.
  - 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, suspensions without pay which fall under the County's Appeal Procedure.

### **Section 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.

### **Section 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 an effort to clarify the issue and to work cooperatively toward settlement. Such discussion shall occur within ten (10) 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 fifteen (15) working days from the date of the supervisor's informal decision or if the informal discussion has not taken place ten (10) working days from the date of the incident or occurrence giving rise to the complaint. Such a written grievance, signed by the employee, 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. The supervisor shall respond in writing within seven (7) working days after receiving the grievance. If the grievance is denied, the reasons for this 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 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 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 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 employee be unsatisfied with the decision of the Director of Human Resources, the grievant and his representative may within ten (10) working days notify the Director of Human Resources that he/she is appealing the Director of Human Resources' decision either to (a) the Civil Service Commission or (b) Arbitration, for final resolution of the grievance, subject to ratification by the Board of Supervisors if the decision required an unbudgeted expenditure. Grievances that involve an interpretation of a personnel resolution, personnel rule or Memorandum of Understanding shall be appealed through the Arbitration method as it is described in this paragraph. If (a) Civil Service Commission is chosen, the CSC shall have thirty (30) days from the secretary's receipt of such appeal and a written answer from County Management to decide the case or set a hearing. Within thirty (30) days after the hearing the Commission shall render its decision in the matter. If (b) Arbitration is chosen, the grievant (and his representative) 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 or Resolution.

#### 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 25 Promotional Examinations**

The County agrees that all promotional exams will be posted for a minimum of thirty (30) calendar days prior to the giving of the examination. No former member of the El Dorado County Sheriffs' Department shall serve on the oral board unless they have been separated from the Department for five (5) or more years.

After the testing has been completed and scores arrived at, all applicants will be awarded 1/4 point for each full year of service with the El Dorado County Sheriffs' Office. That total will be added to the raw score of each applicant and a total score then developed.

## **ARTICLE 26 Promotional Appointments**

Based upon final scores, the top five candidates plus any additional candidate(s) having the same whole number score as the fifth candidate shall be certified to the Sheriff for final selection interviews. When certification is made from the eligible list to the Sheriff, the names on the list shall be in random order and shall not be in order of placement on the eligible list. The Sheriff shall appoint the most qualified applicant from among the certified candidates to any opening to Sergeant or Lieutenant. The Sheriff shall include in his/her selection consideration of education, experience and training as well as initiative, communication skills, interpersonal skills, dependability, and knowledge of law enforcement practices and procedures.

## **ARTICLE 27 Snow Equipment**

The County agrees to provide snow equipment to those officers assigned to work in South Lake Tahoe, Pollock Pines and/or canyon patrol. Snow equipment shall include snow gloves, hats, jackets, and boots.

## **ARTICLE 28 Association Release Time**

The County shall provide to the Association one hundred-twenty (120) hours per calendar year of release time. Such time shall be made available to the officers and Board of Directors to use for Association activity. Such release time shall not be affected when attending meetings which are called by the County, including but not limited to, meetings held for the purpose of meeting and conferring with the County for items related to renewing this agreement. Persons who are authorized to use release time shall provided their supervisors reasonable advance notice in writing of the date and time of such use.

## **ARTICLE 29 Committee on Drug Free Workplace and Drug Testing**

### **Section A Drug Free Workplace**

The County and Association 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 work place and that violation of this provision would subject the employee to disciplinary action. It is also agreed that every reasonable effort will be made to inform employees about the dangers of drug abuse in the work place, the availability of any counseling or rehabilitation, as well as the Employee Assistance Program, and that disciplinary action may be imposed upon employees for drug abuse violations occurring in the work place or affecting work performance.

### **ARTICLE 30 Meals**

The County shall provide meals to those Deputy Sheriffs assigned to transportation at a correctional facility in accordance with meal policies established for authorized Correctional Officers.

### **ARTICLE 31 Mileage Reimbursements**

An employee who is required to use the employee's personal vehicle for County business shall be reimbursed at the federal rate as determined by the Internal Revenue Service.

### **ARTICLE 32 Full Understanding, Modification, Waiver**

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, to include the specified side letters (Attachments A1 & A2), as attached. Any other prior or existing understanding or agreements by the parties, whether formal or informal, relating to any such matters are hereby superseded or terminated as appropriate.

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 parties hereto, and if required, approved and implemented by the County Board of Supervisors and the Association.

The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

### **ARTICLE 33 Peaceful Performance Clause**

The parties to this Memorandum of Understanding recognize and acknowledge that the services performed by the County employees covered by this Memorandum of Understanding are essential to the public health, safety, and general welfare of the residents of the County of El Dorado. The Association agrees that under no circumstances will the Association 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 Association or by any member of the bargaining unit, the Association 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 Association had not otherwise authorized, permitted or encouraged such work stoppage, the Association 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 34 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 35 Recognition**

The County hereby confirms its prior certification of the Association as the recognized employee organization for the employees in the Deputy Sheriffs' Association (DSA) bargaining unit as defined in the County's Employer/Employee Relations Policy. The County agrees to meet and confer and otherwise deal exclusively with the Association on all matters relating to the score of representation pertaining to the said employees as provided under the County's Employer/Employee Relations Policy and authorized by law.

#### **ARTICLE 36 Economic Hardship Reopener**

At any time after the effective date of this Memorandum of Understanding, upon 30 calendar days written notice to the Association, 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.

**Article 37 Term**

This Memorandum of Understanding represents the entire Agreement between the county and the Association and cancels all previous agreements on items covered herein, and shall become the full force and effect on adoption of the Board of Supervisors and shall continue in full force and effect until midnight December 31, 2013 and shall continue from year to year thereafter, unless either party hereto gives written notice prior to its expiration.

**Attachment A1 & A2**

ARTICLE 34 Severability

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

ARTICLE 35 Recognition

The County hereby confirms its prior recognition of the Association as the recognized employee organization for the employees in the Deputy Sheriff Association (DSA) bargaining unit as defined in the County's Employee Relations Policy. The County agrees to meet and confer and otherwise deal exclusively with the Association on all matters relating to the scope of representation pertaining to the said employees as provided under the County's Employee Relations Policy and authorized by law.

ARTICLE 36 Economic Hardship Response

At any time after the effective date of this Memorandum of Understanding, upon 30 calendar days written notice to the Association, 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 reduce salary and benefit other employee groups with negotiated MOU or adopted Salary and Benefit Resolution, except with respect to any salaries governed by Section 504 of the El




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

COUNTY OF EL DORADO

DEPUTY SHERIFFS ASSOCIATION

\_\_\_\_\_  
M. Allyn Bulzomi  
Director of Human Resources

  
\_\_\_\_\_  
Mark Salvo  
Labor Consultant

Date \_\_\_\_\_

Date 06/24/2011

\_\_\_\_\_  
Chris Little  
Principal Personnel Analyst

  
\_\_\_\_\_  
Todd Crawford, President DSA

\_\_\_\_\_  
Ray Nutting, Chair  
Board of Supervisors

\_\_\_\_\_  
Date  
ATTEST, Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors  
By \_\_\_\_\_  
Deputy Clerk

**I CERTIFY THAT:**

**THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.**

**DATE:** \_\_\_\_\_

**Attest:** *Suzanne Allen de Sanchez, Clerk of the Board of Supervisors of the County of El Dorado, State of California.*

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

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

DEPUTY SHERIFFS ASSOCIATION

COUNTY OF EL DORADO



\_\_\_\_\_

Mark Salvo  
Labor Consultant

M. Allyn Bullock  
Director of Human Resources

08/14/2011 Date

\_\_\_\_\_ Date

  
Tom Crawford, President DSA

\_\_\_\_\_ Title  
Principal Personnel Analyst

\_\_\_\_\_ Title  
Ray Kitting, Chair  
Board of Supervisors

\_\_\_\_\_ Date  
ATTORNEY, Suzanne Allen de Saubert  
Clerk of the Board of Supervisors

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

I CERTIFY THAT THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

\_\_\_\_\_ DATE

\_\_\_\_\_ Attorney  
Suzanne Allen de Saubert, Clerk of the Board of Supervisors  
of the County of El Dorado, State of California

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