



# ***The County of El Dorado Human Resources Department***

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## **The Criminal Attorneys' Association Memorandum of Understanding January 1, 2014 – December 31, 2016**

### **MOU Revisions**

Labor negotiations with El Dorado County Criminal Attorneys' Association (EDCCAA), resulted in some key changes to the MOU. This is a summary of those key changes, which are noted in italics. This summary does not address all changes in the MOU so please ensure you review the MOU.

#### **Article 3 – County Rights**

The County reserves the right to contract out services pursuant to the El Dorado County Charter. In the event that the County is considering contracting out services, which will directly result in the layoff of current employees, the County will notify the *Union* and *meet and confer prior to the implementation of the action to the extent required by law.*

**CHANGE:** The trigger for notifying the Union is no longer based on the monetary value of the contract. The County will notify the Union and meet and confer to the extent required by law.

**BENEFIT:** This insures the County is adhering to requirements under the MMBA.

#### **Article 6, Section 3 – Compensation for Holidays**

Full-time and part-time employees shall receive holiday pay for all authorized holidays at their current hourly rate, not to exceed eight (8) hours for any one (1) day, provided they are in a pay status *for the full day* on both their regularly scheduled work days immediately preceding and following the holiday. Part-time employees shall be entitled to receive holiday pay in proportion to the percentage of full-time hours worked during the biweekly pay period which includes a holiday. *The Department Head may approve holiday pay when an employee has insufficient sick leave accruals to maintain paid status for the full day immediately preceding and following the holiday, provided the employee will use at least twelve (12) hours of sick leave or the maximum number of hours required in the coordination of State Disability Insurance (SDI) during the pay period that includes the holiday.*

**CHANGE:** Specifies that employees only earn holiday pay if they are in a paid status for the full day before and after the holiday.

**BENEFIT:** An employee may no longer use less than 8 hours the day before and after a holiday to receive 8 hours of holiday pay. This is a significant step towards reducing holiday pay abuse.

#### **Article 8, Section 6.C – Administration of Sick Leave**

A. Sick leave abuse is defined as follows:

1. If an employee who has taken sick leave is suspected of sick leave abuse, the Department may institute an investigation. Based on the results of that investigation, appropriate action will be taken.
2. The County may request that the employee provide a physician's statement, as authorized by law or acceptable substitute during an absence if the employee receives notice prior to returning and the absence is longer than three days. However, if an employee has a record of excessive sick leave use, or if the employee's leave is suspect, the County may require a physician's letter or other acceptable substitute before authorizing future sick leave usage. Examples of excessive sick leave usage include, but are not limited to:
  - a) Documented abuse, or;
  - b) In excess of six individual unapproved uses of sick leave in a twelve (12) month period, or;
  - c) More than four uses of sick leave in conjunction with vacation and/or holidays in a twelve (12) month period.

*Each use of sick leave may last one or more days. Each day of a multi-day sick leave absence does not constitute its own individual use of leave.*

*It is important to note that use of leave identified under paragraphs "b" and "c" above does not automatically indicate abuse. There may be legitimate reasons why an employee is using leave under these circumstances. The primary goal of identifying leave use thresholds is to indicate communication between the County and the employee to determine why an employee is using so much leave and determine if the leave is being abused.*

**CHANGE:** There is now more specific information about what constitutes sick leave abuse and basis guidelines.

**BENEFIT:** Assist supervisors in determining how to identify and/or measure sick leave abuse.

### **Article 10, Section 3 – Bilingual Differential**

When a Department Head designates in writing that an employee must utilize bilingual skill as a required component of the employee's job duties and necessary in the delivery of County services, the employee will be paid a bilingual differential of *one dollar* (\$1.00) per hour for all hours in pay status. The bilingual differential shall be paid for bilingual proficiency in Spanish, Sign Language, or any language determined by the Department Head in writing as necessary to provide primary services to the public. In order to be eligible to receive such differential an employee must demonstrate language proficiency acceptable to the Department Head. *The County shall adopt a language proficiency testing process to determine employees' qualifications as bilingual skill providers. The Human Resources Department shall use a verbal and/or written testing process, depending upon the level of bilingual skill required of the employee, to validate the employee's skills. The County shall utilize existing bilingual*

employees to assess employees' bilingual capabilities when possible. Written authorizations to receive a bilingual differential shall be reviewed and renewed annually by the Department Head. This differential shall only apply when an eligible employee is in paid status for a majority of their assigned hours in a pay period.

**CHANGE:** The Departments used to certify that an employee's language proficiency skills were acceptable. Please note that an update Bilingual Certification form will be posted on EDCnet upon Board of Supervisors' approval of the MOU.

**BENEFIT:** Ensures employees receiving the bilingual differential have the necessary and required skills.

### **Article 10. Section 6 – Acting Pay Assignments**

C. Employees selected for the assignment will meet the minimum qualifications for the higher classification. *If the employee does not, the Department head, prior to assigning the employee to the acting position, must provide justification for such selection to Human Resources for approval.*

H. *Employees who are members of the Union and are given an acting pay assignment in a classification in another bargaining unit will continue to have all pay and benefits determined by this Agreement.*

**CHANGE:** Although an employee does not meet the minimum qualifications, the employee can serve in the acting position if approved. Also clarifies how the pay/benefits such as vacation accrual, supervisory leave, etc. of the acting employee is to be determined.

**BENEFIT:** The changes provide clearer guidance on acting pay assignments.

### **Article 11, Section 1 and 2 – CalPERS Retirement Benefits**

#### Section 1. CALPERS Retirement Plans

- A. *Retirement benefits for employees hired prior to October 5, 2012 shall be calculated using the retirement formula of 2% @ 55 with Single-Highest Year Final Compensation (Tier 1).*
- B. *Retirement benefits for employees hired on or after October 5, 2012 shall be calculated using the retirement formula of 2% @ 60, with Average of Three-Year Final Compensation (Tier 2).*
- C. *Effective January 1, 2013, new employees to the CALPERS system shall have retirement benefits calculated using the retirement formula of 2% at age 62, with Average of Three-Year Final Compensation (Tier 3). The County shall endeavor to comply with the PEPRAs pension reform statute.*

#### Section 2. CalPERS Contribution

- A. *Employee subject to Tier 1 and 2 shall pay the seven percent (7%) employee portion of the CALPERS contribution.*
- B. *Employees subject to the Tier 3 will pay 50% of the normal cost of their pension as required*

by law.

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

**CHANGE:** Explains employee retirement benefit changes due to the PEPRA pension law and eliminates outdated language.

**BENEFIT:** Promotes compliance with PEPRA pension law.

## **Article 14 – Probation**

### Section 1. Duration

Employees shall serve a one year probationary period from the date of appointment to a specific classification. An employee shall have his/her individual probationary period extended commensurately by each hour an employee is on authorized leave for more than ten (10) consecutive work days. Leaves include, but are not limited to, vacation, sick leave, compensatory time off, and leaves without pay, including leaves granted under the Family medical Leave Act, California Family Rights Act, Pregnancy Disability leave, Americans with Disabilities Act, and Workers' Compensation Law. Employees who request and receive a temporary modified duty assignment due to medical conditions such that they are not performing the essential job functions of their position shall have their probationary period extended for each hour of such modified duty assignment. *Nothing herein is intended to prevent the County from extending a probationary period one time for a period not to exceed six months to ensure that an employee has demonstrated all of the necessary skills and traits to successfully pass probation for the job classification.*

**CHANGE:** Probationary periods may be extended one time for up to six months to confirm an employee's qualifications to successfully complete the probationary period.

**BENEFIT:** Provides an additional assessment mechanism for supervisors.

## **Article 23 – Drug Free Work Place**

*The County and the 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 drugs and/or alcohol is prohibited in the work place and that violation of this provision would subject the employee to disciplinary action. The County has a zero tolerance standard for employees being under the influence of alcohol and/or drugs while at work. 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. The Parties shall discuss the adoption of a reasonable suspicion drug testing policy during the term of this MOU.*

CHANGE: New article to the MOU.

BENEFIT: Clearly expresses the zero tolerance aspect of the County's standard.