

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**THE COUNTY OF EL DORADO**

**And**

**DEPUTY SHERIFFS' ASSOCIATION**



**December 10, 2024 –  
December 9, 2026**

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

## **ARTICLE 1 Terms and Conditions**

El Dorado County Deputy Sheriffs' Association ("Association") and representatives of the County of El Dorado ("County") have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for employees in the Law Enforcement (SA) bargaining unit ("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 (MOU) is entered into pursuant to the Meyers-Milias - Brown Act (Government Code Sections 3500 et seq.) and has been jointly prepared by the parties.

This MOU has been presented to the employees in the 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 upon Board of Supervisor's approval through and including December 9, 2026. Nothing contained herein shall be applied on a retroactive basis unless specifically stated.

The Personnel Rules shall remain in force and effect, other than where superseded by specific provisions of this MOU.

The parties acknowledge that this MOU sets 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 MOU 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 9, 2026, pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500 et seq.).

## **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 MOU. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by County and not abridged herein, include, but are not limited to, the following: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or abolish jobs, departments, and facilities in whole or in part; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation, and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to 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 1. 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. The County will rely on certification from the applicable bargaining representative for that purpose. Employees are also entitled to revoke or

alter such deductions in the manner provided by State law. 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.

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 hold and keep the County harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the employer under this Article, including but not limited to the collection and procedures for collection of Association dues and/or fees, and reasonable cost of County's attorney fees and costs, along with reasonable cost of management preparation time as well. The County shall not be made a party or any administrative or court proceedings to determine Association dues and/or fees.

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

## **Section 2. 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 1) not be obscene, 2) shall not malign the County or its representatives, and 3) shall not constitute harassment, discrimination or retaliation based on a legally protected status. The Human Resources Director or designee reserves the right to remove any material posted in violation of this section if the Association refuses to remove the material on its own.

The Association may use the department electronic mail (e-mail) for Association business, provided such usage remains consistent with departmental policy, County policy, and the provisions of this MOU.

The Association may use the department email 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 "Association Business". All email usage shall be consistent with departmental policy, County Policy, and the provisions of this MOU, including limitations on content specified in material postings in this Section.
- C. Subject matter shall be limited to brief Association announcements, inquiries, notices, agendas, minutes and appropriate attachments.

Such communications shall not interfere with the legitimate needs of the department



or County.

### **Section 3. 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 appointing authority(s) concerned. Meetings dealing with political activities shall not be conducted on County property.

### **Section 4. Duplicating Equipment**

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

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

### **Section 5. 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 or designee 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 or designee in unusual circumstances. Except by written agreement with the Director of Human Resources or designee, the number of employees excused for such purposes shall not exceed a total of six (6) in numbers.

### **Section 6. 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 7. Accommodation of Ballot Boxes**

The Association shall be permitted, with the prior notification to the affected appointing authorities, to place ballot boxes at the primary offices of the Sheriff's Office 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 8. 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 Salary Provisions**

### **Section 1. Salaries**

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:

1. A base hourly rate survey of comparable class of positions for Deputy Sheriff and Sergeant shall be conducted in December of each calendar year to determine the average base hourly rate of the comparable agencies, as defined in Charter Provision 504.
2. The results of the base hourly rate survey will be shared with the Association after the Board of Supervisors' review but prior to the Board of Supervisors' vote on any base hourly rate adjustments.
3. Any resulting salary changes will be effective the pay period including January 1.

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.

The Association agrees with the changes of this section for the administrative implementation of Charter Section 504. This agreement shall not be precedent setting in any way and does not constitute agreement in any other modification of Charter Section

504.

## **Section 2. 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 Supervising Investigator (District Attorney) classifications will receive the same percentage increases received by the Investigator (District Attorney) classifications, if any.

## **Section 3. 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 4. POST Certificate Pay**

In lieu of longevity pay, eligible employees in the Unit shall receive:

- 6.5% of base salary for possession of an Intermediate POST Certificate,
- 12.5% of base salary for possession of an Advanced POST Certificate
- Maximum POST pay shall not exceed a total of 12.5%.

## **Section 5. Education Incentive Pay**

Eligible employees in the Unit shall receive Education Incentive Pay for possession of an Associate of Arts or Associate of Science (AA/AS), a Bachelor of Arts or Bachelor of Science (BA/BS), and/or a Master of Arts or Masters of Science (MA/MS) degree from an authorized, regionally accredited education institution, as defined by the Personnel Rules. Education incentives must be approved by the Appointing Authority in writing and submitted to the Department of Human Resources for verification.

- 2% of base salary for an AA/AS degree

- 5% of base salary for a BA/BS degree
- 5% of base salary for a MA/MS degree

The education incentive is cumulative such that the employee may receive an incentive per degree type, but not more than one incentive per level of degree obtained. The maximum educational incentive an eligible employee may receive is 10%.

Any and all submittals for additional pay in regard to this Section are subject to periodic review for validation of accreditation of institution; 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.

### **Section 6. On-Call Duty Compensation**

- A. When warranted and in the interest of the County operation, an appointing authority or designee may assign employees to "on call" status.
- B. "On-Call Duty" is an assigned duty outside the normal work week assignment during which an employee must remain where they can be contacted by telephone and be ready for immediate call-back to the department to perform an essential service.
- C. An employee assigned on-call duty shall be compensated at the rate of three-dollars (\$3.00) per hour for each hour the employee is assigned to on-call duty.

### **Section 7. Call-Back Compensation**

- A. When an employee returns to work because of a department request made after the employee has completed the employee's normal work shift and left the work station, the employee shall be compensated a minimum of two (2) hours in which the employee is continuously engaged in work for which the employee was called back.
- B. An employee who is assigned on-call duty and is called back shall be entitled to the aforementioned two-hour minimum only once during a single on-call period. An employee shall receive the aforementioned two-hour minimum each day for a two-day weekend on-call duty in which the employee is called back to work. If the employee, who is assigned a weekend, is called back a second time within one of the on-call days more than one (1) hour after the initial call-back has ended, the employee shall receive an additional two-hour minimum. An employee shall receive no more than three (3) two (2) hour call-back minimums in a weekend on-call period.
- C. 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.

- D. "Call-back" time shall be paid as premium compensation at one and one-half (1 ½) times the employee's base hourly rate of pay.
- E. The two (2) hour minimum shall apply only when an employee is required to physically return to work in order to perform required duties. An employee who performs work after regular work hours, but who is not required to leave home or other off duty location, shall be compensated at the premium rate for actual time worked.
- F. Call-back provisions, including the two (2) hour minimum, shall not apply if an employee is called to work within one (1) hour of the employee's normal starting time. If an employee is called to work within one (1) hour prior to the employee's normal starting time, the employee shall be compensated under normal FLSA overtime provisions.
- G. An employee will be compensated at the premium rate for work related communications associated with being called-back to work. To be compensable, a communication must be necessary to complete the work assignment which caused the call-back and last longer than one-tenth of an hour.

## **Section 8. Acting Pay Assignments**

When an employee is assigned to work in a higher classification for which the compensation is greater than the classification to which the employee is regularly assigned, the employee shall receive compensation for such work equivalent, as described below, to the rate of pay established for the higher classification commencing on the eightieth (80) work hour of the assignment, under the following conditions:

- A. The employee is assigned to a program, service or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule and listed in the County's Authorized Personnel Resolution and such authorized position having become vacant due to the temporary or permanent absence of the position's incumbent. A copy of the appointing authority's written approval of this assignment must be submitted to the Director of Human Resources or designee within five (5) working days after the start of the assignment.
- B. Notwithstanding Section 8.A. above, in an exceptional circumstance when a vacancy does not exist but an employee has been assigned to perform duties which exceed the scope of that employee's classification, and when determined and justified at the discretion of the Chief Administrative Officer, the employee will be entitled to pay for a higher classification in accordance with the other provisions of this Section.
- C. 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.

- D. Employees selected for the assignment will meet the minimum qualifications for the higher classification. If the employee does not, the appointing authority, prior to assigning the employee to the acting position, must provide justification for such selection to Human Resources for approval.
- E. An employee who is in an Acting Pay Assignment pursuant to this Section shall receive a Temporary Upgrade Pay (TUP). The TUP will be an hourly rate equal to the sum of the differences in the base hourly rate and percentage-of-base hourly differentials (i.e. longevity, education incentive, POST certificate pay, detective pay, etc.) between the employee's current classification and the nearest step within the higher acting classification's salary range that is not less than five percent (5%) more than their current step; provided, however, in no case shall the hourly wage calculated for the difference be more than the top step in the new salary range.

For purposes of further annual increases within the salary range, the employee's anniversary date shall remain unchanged from the effective date of the employee's current classification. Increases in salary, if any, shall be made effective on the effective date of the employee's current classification salary review date, with commensurate adjustment made to the TUP.

- F. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in the agreement.
- G. Higher pay assignments shall not exceed six (6) months except through re-authorization by the Human Resources Director or designee.
- H. 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 of the assignment ending, no additional waiting period will be required.
- I. Allowable overtime will be paid in accordance with the FLSA.
- J. Employees in this Unit who 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.

## **Section 9. Uniform Allowance**

Employees who are required to wear a County prescribed uniform, as assigned by the appointing authority, as a regular part of their duties, and, when they are required to buy and maintain those uniforms, shall receive a uniform allowance of forty-one dollars and sixty-seven cents (\$41.67) paid twenty-four (24) pay periods per year (the first two pay days of each month). The appointing authority or designee retains the right to specify

the uniform standard.

### **Section 10. Hazardous Duty Pay**

Law Enforcement employees assigned to the Sheriff Office's Underwater Dive Team, Explosive Ordinance Disposal 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).

When such an assignment is terminated at the discretion of the Sheriff for non-disciplinary reasons, and the employee is no longer entitled to the pay differential, such loss of pay shall not be considered a punitive section under the Peace Office Bill of Rights (Government Code Section 3300 et. seq.), and is not subject to appeal or the grievance procedure.

### **Section 11. Court Pay**

- A. An employee who is required in the course of their employment to attend court on their off duty time shall receive the following:
- B. 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.
- C. 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.
- D. Court time shall be paid as premium compensation at one and one-half (1 ½) times the employee's base hourly rate of pay.
- E. Court recesses for lunch shall be considered an unpaid lunch period for the employees.

### **Section 12. Canine Officer Program**

- A. Employees available and assigned by the appointing authority to the Canine Officer Program shall receive seventy dollars (\$70) per pay period. In addition, such employees shall receive five and one-quarter (5.25) on-duty hours per week for the regular and consistent board, training, and maintenance of the dog. For purposes of the Canine Officer Program, when assigned to this program the employee agrees to a ninety and one-half (90.5) hour work biweekly pay period.

The County shall pay such employees only when assigned to this program, and only when an eligible employee has actual hours worked during the pay period for which the payment is to be made. Notwithstanding, an employee who is on a voluntary

leave of absence (i.e. vacation, CTO, sick leave, medical leave to care for someone other than the employee, etc.) for the duration of a pay period, who maintains responsibility for the regular and consistent board, training, and maintenance of the dog shall code the 5.25 on-duty work hours. An employee who is medically placed off-work due to the employee's own, non-industrial, catastrophic illness or serious medical condition for the duration of a pay period, shall not be considered assigned to this program for that pay period and shall not receive any work time or compensation under this program.

- B. The County shall pay, on a claim basis, incurred expenses, for the dogs, directly to the appropriate providers.
- C. This program shall be limited to nine (9) Canine Officer Dog Handlers.
- D. Required qualifications and assignment as a Canine Officer Dog Handler shall be made at the sole discretion of the appointing authority. The duties and responsibilities of Canine Officer Dog Handler and the activities that constitute "dog handling" shall also be at the sole discretion of the appointing authority. When such assignment is terminated at the discretion of the appointing authority for non-disciplinary reasons, and the employee is no longer entitled to Canine Officer pay, such loss of Canine 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 13. 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 for non-disciplinary reasons, 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 14. Investigative Assignment - Detective Pay**

"Investigative Assignment" refers to and is limited to employees assigned under this Section as an investigator or Detective. An Investigative Assignment refers to and is limited to employees assigned to the following investigative units within the Sheriff's Office: Narcotics, Mainframe, Backgrounds, Internal Affairs and Coroner.



Employees in Deputy Sheriff II and Sheriff's Sergeant classifications who are assigned on a full-time basis by the Sheriff to an Investigative Unit assignment shall receive a five percent (5%) pay differential as Detectives, during the term of the assignment. When such assignment is terminated at the discretion of the Sheriff for non-disciplinary reasons, 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.

### **Section 15. Shift Differential**

Employees working within the hours of 1800 to 0700 hours (6:00 pm to 7:00 am) shall receive an additional one dollar (\$1.00) per hour over their regular rate of pay for all hours actually worked during the defined night shift.

### **Section 16. Bilingual Pay**

When the appointing authority 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 paid status, not to exceed eighty dollars (\$80.00) per pay period.

The bilingual differential shall be paid for bilingual proficiency in any language determined by the appointing authority in writing as necessary to provide primary services to the public.

In order to be eligible for bilingual pay the unit member must:

- A. Be certified by the Department of Human Resources as possessing the requisite skill in the foreign language (or American Sign Language) required in the assignment;  
and
- B. Be authorized and required as a regular part of the assignment of duties to converse and/or write in a language other than English (including American Sign Language).

In order to be eligible to receive such differential an employee must demonstrate language proficiency acceptable to the appointing authority. The County shall adopt a language proficiency testing process to determine employees' qualification to serve 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. Written authorizations to receive a bilingual differential shall be reviewed and renewed annually by the appointing authority. 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 17. 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.

## **Section 18. Officer-in-Charge Differential Pay**

A deputy assigned to any portion of a shift as a shift Officer-in-Charge shall receive a five percent (5%) of base pay per shift differential in addition to the deputy's rate of pay for that shift. A deputy functioning as an Officer-in-Charge has the authority and responsibilities of a Sergeant throughout the Officer-in-Charge assignment.

## **Section 19. Resident Deputy Differential Pay**

A Sheriff's Office employee appointed as a Resident Deputy, who is assigned to patrol a rural area of the County as defined by the Sheriff, and who resides within the designated area, shall receive a five percent (5%) pay differential above the employee's current pay rate for the duration of the assignment. To be eligible for assignment as a Resident Deputy, the employee must be willing to agree to a minimum three (3) year commitment to the Resident Deputy assignment.

When such assignment is terminated at the discretion of the Sheriff for non-disciplinary reasons, and the employee is no longer entitled to the five percent (5%) pay differential, such loss of pay shall not be considered punitive under the Peace Officer Bill of Rights (Government Code Section 3300 et. seq.), and is not subject to appeal or the grievance procedure.

## **ARTICLE 6 Compensation Administration**

### **Section 1. Salary Range**

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

### **Section 2. Entrance Salary and Performance Merit Step Increases**

Except as otherwise provided in section 2(A) below, an employee's entry salary and performance merit step increases will be administered pursuant to the Personnel Rules on Compensation Administration.

#### **A. Salary Step Increases**

1. After completion of thirteen (13) biweekly pay periods of satisfactory service

at step 1 of the salary range, and upon recommendation of the appointing authority, the employee shall be advanced to the next higher step. If an employee is appointed at a step higher than the first step of the salary range for that classification, the first increase shall be after completion of twenty six (26) full pay periods of service which meets standards.

2. If the employee has completed probation, after the completion of twenty six (26) biweekly pay periods of satisfactory service in the preceding salary step the employee shall be automatically advanced to the next higher step in the salary range of that classification until the top of the range is reached, unless the appointing authority or designee submits required paperwork at least one full pay period prior to the anniversary date stating the increase will be denied.
3. All increases shall be effective on the first day of the biweekly pay period following completion of the required period of service, excluding an increase from Step 1 to Step 2 pursuant to Section 2(A)(1), which shall be effective on the first day of the biweekly pay period following the recommendation of the appointing authority.

#### B. Salary Status Upon Re-employment

An employee who resigns in good standing and is reappointed in the same or closely related class within the same classification series within two (2) years of resignation shall be eligible, with the approval of the appointing authority, to be reappointed at any step up to and including the salary step received prior to resignation. If the appointing authority wishes to rehire the employee at a step which exceeds the step paid at the time of resignation, approval shall be required consistent with the Personnel Rules on Advanced Step Hiring. For purposes of vacation accrual, 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 table in effect at the time of resignation.

### Section 3. Overtime

- A. Authorization: The Appointing Authority or 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.
- B. Definition: Overtime shall be defined in accordance with the FLSA, except as specified otherwise in this MOU for purposes of contract overtime. For example, overtime includes any authorized time worked beyond forty (40) hours in one seven (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.

The work period for eligible law enforcement personnel is fourteen (14) days pursuant to 29 U.S.C. Section 207(k) of the FLSA. For employees in a fourteen (14) day work period, overtime shall be defined as any authorized time worked beyond eighty (80) hours per biweekly pay period.

- C. Compensation: Overtime required by the FLSA shall be compensated at one and one-half (1½) times the employee's regular hourly rate of pay, or at the employee's request and with the department's approval compensatory time off (CTO) accrued may be taken at the rate of one and one-half (1½) hours off for each FLSA overtime hour worked. Overtime not required by the FLSA, also known as contract overtime, shall be compensated at one and one-half (1 ½) times the employee's base hourly rate of pay, and shall not be eligible for CTO in lieu.
- D. Accumulation and Use of Compensatory Time off: The maximum accumulation of CTO shall be two hundred (200) hours.
  - 1. Leaves of absence shall be at a time mutually agreeable to the appointing authority and the employee; whether to use accumulated CTO for authorized leaves shall be at the discretion of the employee.
  - 2. Employees may cash out CTO at any time subject to the approval of the appointing authority.
  - 3. Upon termination, any employee with accumulated CTO shall have it paid off.
  - 4. Notwithstanding subsections D.2. and D.3. of this Section, CTO accumulated within revenue offsetting programs, which include grant programs, contracted services, or other substantially similar programs for which the department and/or County receives funding from an external agency or entity to offset the costs of providing law enforcement services, and which are designated by the appointing authority as revenue offsetting programs, shall be used as follows:
    - a. CTO hours accumulated within pay period thirteen (13) through twenty-four (24) shall be either taken as time off or cashed in no later than pay period twenty-five (25).
    - b. CTO accumulated within pay periods twenty-five (25) through twelve (12) shall be taken as time off or cashed in no later than pay period thirteen (13).
  - 5. Other Provisions
    - a. An employee's work schedule shall not be changed during the FLSA work period 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 periods. CTO taken may be used as part of the established work week to earn fringe benefits and to serve out probationary and performance merit step increase periods.

## **ARTICLE 7 Probation Periods**

### **Section 1. 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. Nothing herein is intended to create a "For Cause Standard" for release during a probationary period. Civil Service Status (permanent status) shall attach only when a regular employee successfully completes the probationary period for the specific classification during their initial appointment. Nothing herein is intended to prevent the County from extending a probationary period one (1) time for thirteen (13) pay periods to ensure an employee has demonstrated all of the necessary skills and traits to successfully pass probation for the job classification. The County must provide the employee written notice that the employee's probationary period will be extended at least seven calendar days before the employee's probationary period expires.

1. Initial Probationary Period: Employees hired in the Unit that possess a POST Basic Certificate at time of hire shall have an initial probationary period of twenty-six (26) biweekly pay periods. Employees who do not possess a POST Basic Certificate at time of hire shall have an initial probationary period of thirty-nine (39) biweekly pay periods.
2. Employees who have successfully passed the initial probationary period, and who subsequently promote to Sergeant or Investigator (D.A.) shall have a probationary period of thirteen (13) biweekly pay periods. If the employee has not completed the probationary period in the lower classification, the probationary period will continue until the employee has worked the required number of pay periods in the position.
3. Leaves of absences, paid or unpaid, leaves granted under the Family Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave, Americans with Disabilities Act, Workers' Compensation Laws, or other legally mandated leaves, and light duty, transitional duty or modified duty assignments that are not considered significantly within the job functions of the job classification or job assignment shall not count towards completion of the probationary period, as provided by law. Individual probationary periods shall be extended commensurately by each hour under these circumstances.
4. Time worked by an employee in a temporary, limited-term, extra-help, 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 Civil Service status automatically.

5. A new probationary period shall not be required upon:
  - a. involuntary demotion;
  - b. displacement resulting from layoff, or release from probation after promotion where time in higher and lower level classes satisfies the required probationary period at the lower level;
  - c. voluntary demotion to a position in a class in the same class series when the employee has completed the required probationary period in a higher level class;
  - d. promotion to the higher classification(s) in established flexibly-staffed positions in the personnel allocation list, provided the employee has completed the probationary period in the lower classification. If the employee has not completed the probationary period in the lower classification, the probationary period will continue until the employee has worked the required number of pay periods in the position;
  - e. transfer to a position in the same class in the same department;
  - f. transfer of the employee to a position in the same class in a different department when the employee has previously achieved post-probationary status in the class except where the appointing authority and employee concur on a probationary period not to exceed thirteen (13) pay periods;
  - g. restoration resulting from a layoff to their former position or lower position in their class series where the employee had completed a probationary period; or,
  - h. reclassification to a classification in which the incumbent is Y-rated.

## **Section 2. Laid-Off Employees**

Employees with Civil Service status who are 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 3. 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 Association 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 4. Rejection During Secondary Probation**

Should an employee who has been promoted fail to satisfactorily complete their 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 Civil Service 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 the employee's pre-promotion status.

### **ARTICLE 8 Performance Evaluation**

#### **Section 1. Documentation of Performance Evaluation**

An employee shall be evaluated by the employee's primary first-level supervisor approximately annually. Probationary employees shall receive evaluations at six (6) month intervals until completion 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 appointing authority.

- A. Evaluations will be based primarily on observations by the evaluator of the employee in the performance of their duties.
- B. An employee will be informed at least twenty-four (24) hours in advance of a meeting with the employee's supervisor to discuss the employee's evaluation and to put the evaluation in writing on the evaluation form.
- C. The employee shall be informed of their right to prepare and have attached to the evaluation any written comments which the employee wishes to make.
- D. 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. However, the contents of an employee's performance evaluation are not subject to the grievance procedure.
- E. 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 employee has had an opportunity to discuss the evaluation with their 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.
- F. The employee will be given a copy of the employee's completed evaluation form after it has been reviewed by the appointing authority.
- G. 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 this Article.

- H. Protected leave will not be considered as part of an employee's performance evaluation. Non-protected leave that an employee uses will be noted in an employee's performance evaluation. An employee may only be found to be "needs improvement" or "unacceptable" due to leave found to be abusive or excessive under Article 15, Section 3; where the employee has taken an unauthorized leave of absence; or, where the employee has insufficient leave accruals to remain in paid status (excluding designated protected leaves) for the duration on the leave of absence.

## **ARTICLE 9 Insurance Plans**

### **Section 1. Medical, Dental and Vision Plans**

A mutual goal of the County and the Association is to limit and manage the impacts of health plan costs on both County employees and the County's Budget.

- A. The County and the Association agree to continue, during the terms of the MOU, to meet and work on long term options for payment of health care costs. For the term of this MOU, the parties agree to implement a standardized cost sharing for health insurance contribution rates, with the County paying 65% of the premium for full-time employees and the employee paying 35% of the premium. Annually, in the event of a rate increase, the rate increase shall be allocated based on the current contribution rate of 65% County and 35% employee paid.
- B. Health care coverage is based on a calendar year (January 1 – December 31). Rates for the ensuing calendar year for the Association shall be effective upon approval of the Board of Supervisors, but no earlier than the pay period containing December 1. Beginning with the 2014 plan year, premiums for health insurance plans will be unblended.

Effective the pay period containing December 1, the contributions shall be as per the health plan published rates.

- C. For part-time employees, hired on or after September 7, 1991, the County will contribute a prorated share of the costs listed as specified in Article 9 Section 1.A. The sum of the County and employee contribution shall constitute full payment, excluding deductibles, co-payments and other fees and charged as specified in the Plan.
- D. For purposes of this Article, a full time employee is defined as an employee in an



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

- E. In order to be eligible for a County health care contribution, except as otherwise required by law, a full-time employee must be in paid status. The employee must receive pay from work hours, compensatory time off, vacation or sick leave in accordance with paragraph 4 above. An employee who is receiving Worker's Compensation Temporary Disability shall be eligible for continuation of the County's Contribution until such time as eligibility for Worker's Compensation Temporary Disability ceases.
- F. An employee who ceases to be eligible for County Contributions must pay directly to the Risk Management Division of Human Resources the full amount of employee and County Contribution in order to retain benefit coverage under the County-sponsored Health/Dental benefit plan.
- G. The County will not contribute toward the cost of any plan other than those specifically sponsored by the County.
- H. Health Plan Benefits are described in the Specific Plan Documents.

## **Section 2. Enrollment**

Employees may enroll themselves and their eligible dependents in accordance with the provisions of the Plan. Employees may opt not to be covered by a County sponsored medical/dental plan as allowed by law. In such case, neither the County nor the employee shall be required to make the contributions specified in this Article as allowed by law.

Open Enrollment periods will occur once every calendar year in October. During an Open Enrollment Period, eligible employees may enroll themselves and eligible dependents in the County sponsored health plan of their choice.

### **A. Terms and Conditions**

County sponsored medical plan coverage starts the first day of the month following date of hire and ends the last day of the month of termination of employment. Health Plan coverage shall be in accordance with the provisions of the Plan. Employees who retire or who separate from County service may, at their own expense, continue to be enrolled in the County sponsored plan in accordance with provisions of the plan or as provided by law.

The parties agree that the County Medical/Dental/Vision 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.

#### B. Patient Protection and Affordable Care Act

The parties acknowledge that the Federal Patient Protection and Affordable Care Act ("PPACA"), its current and future related regulations and California law developed in response to the PPACA may create new requirements for the County and employees during the term of this Agreement.

### **Section 3. Optional Benefit Plan**

The County shall provide each eligible full-time employee a contribution of \$171.17 each twenty-four (24) pay period towards the purchase of benefits included within the Optional Benefit Plan. The County agrees to make this contribution to each employee's Optional Benefit Plan Account each of the twenty-four (24) payroll periods 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 sixteen (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 sixteen (16) hours of pay. Employees receiving less than sixteen (16) hours of pay per pay period and therefore not eligible for a County contribution shall pay the total contribution necessary to continue health and dental benefits. The payment is to be made payable to the El Dorado County and provided to the Risk Management Division.

These benefits are specifically defined in the Optional Benefit Plan. Provisions generally include the following:

- A. El Dorado County Health Care Account - Eligible employees may elect to receive medical and dental benefits under the County Optional Benefits Plan.
- B. Supplemental Life Insurance - An employee eligible under this section may use the Optional Benefit Plan to purchase additional life insurance subject to the provision of the Optional Benefits Plan and respective life insurance plans.
- C. Dependent Care - An employee eligible under this section may use the Optional Benefit Plan for reimbursing dependent care expenses subject to the provisions of the Optional Benefit Plan.
- D. Un-reimbursed Health Care - An employee eligible under this section may use the Optional Benefit Plan to establish an account for reimbursing uninsured health care expenses subject to the provisions of the Plan.

Cash - An employee eligible under this section, who has elected to receive the employee's optional benefit or portion thereof in cash, may receive cash, which is taxable income, subject to the provision of the Plan.

#### **Section 4. Vision**

The County will maintain a vision care component for employees and their dependents that are enrolled in a County sponsored Health Plan specific to DSA that does not have a vision component. Benefit entitlements shall be those provided with each respective plan.

#### **Section 5. Employee Assistance Program**

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

#### **Section 6. Retiree Health Contributions**

Retiree Health Contribution - An employee hired into an allocated position (excluding temporary, extra help, or other employment) on or before January 19, 2010, who retires from County service 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, subject to the provisions of the Retiree Health Benefits Contribution Plan Document, to the percentage monthly contribution of the "employee only" medical coverage rate not including dental or vision. The percentage contribution is 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. Retiree health contribution rates will be recalculated annually on a calendar year basis effective January 1 of each calendar year.

Pursuant to the Letter of Agreement dated September 1, 2015, County contributions toward retiree health were discontinued for bargaining unit members hired on or after January 20, 2010. However, members hired into an allocated position (excluding extra help and provisional) on or after January 20, 2010, may continue to participate in the County-sponsored retiree health plan options at their own cost provided they meet the criteria specified in the plan.

## **ARTICLE 10 Retirement**

### **Section 1. Safety Retirement**

Determination of each employee's pension formula and calculation of the employee contribution toward normal cost will be administered as required by CalPERS.

Safety Tier 1 - Retirement benefits for Classic employees entering membership for the first time in the safety classification with the County prior to October 5, 2012, shall be calculated using the retirement formula of 3% @ 50, with Single-Highest Year Final Compensation.

Safety Tier 2 - Retirement benefits for Classic employees entering membership for the first time in the safety classification with the County on or after October 5, 2012, shall be calculated using the retirement formula of 2% @ 50, with Average of Three-Year Final Compensation.

Safety Tier 3 - Effective January 1, 2013, New members shall have retirement benefits calculated using the retirement formula of 2.7% at age 57, with Average of Three-Year Final Compensation.

### **Section 2. 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 CalPERS.

### **Section 3. CalPERS Contribution**

Calculation of the employee contribution toward normal cost will be administered as required by CalPERS.

Safety Tier 1 and 2 pay the nine percent (9%) employee portion of the CalPERS contribution.

Safety Tier 3 pays fifty percent (50%) of the normal cost of their pension to the extent required by law.

### **Section 4. CalPERS 414(h) (2) Pickup**

The County agrees to continue the provisions contained in IRS 414(h) (2) (commonly called in California "CalPERS Pickup"). This program involves the employee's CalPERS 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 CalPERS pick-up in Section 3 above.

## **ARTICLE 11 Holidays**

### **Section 1. 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

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

\* Floating Holidays- In Lieu of Lincoln's Birthday and Columbus Day

Employees who are not part of 24-hour coverage and/or do not receive pro-rated holidays in accordance with Section 3.B. or 3.C., below, shall be entitled to up to sixteen (16) hours of holiday time. Floating holidays shall be taken at a time agreeable to both the employee and the appointing authority. Part-time employees shall receive this holiday time on a pro-rated basis.

Lincoln's Birthday and Columbus Day will not be considered holidays for payroll purposes. Through July 2024, this time will be credited the first full pay period in July of each year and must be used within one year of accrual. Thereafter, this time will be credited in pay period 01 of each year, and must be used by the last day of pay period 26 of each year. Effective pay period 01 of 2025, in consideration of the full sixteen (16) hour credit given in July 2024, continuing employees in this unit will receive only eight (8) hours of Floating Holiday time, and will receive a full sixteen (16) hour credit in pay period 01 of 2026 and each year thereafter. Newly-hired employees will be credited with floating holiday time on their hire date as follows:

Hire date in pay periods 1-13: 16 hours  
Hire date in pay periods 14-26: 8 hours

Floating Holiday is not subject to the payoff provisions. Any floating holiday time not used by the last day of pay period 26 of each year will be lost.

## **Section 2. Alternate Days**

- A. 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 observe December 26th as the holiday in lieu (Tuesday). In years in which December 25th falls on a Saturday, the County shall observe December 23rd as a holiday in lieu (Thursday).
- B. If an employee works a nonstandard (rather than Monday through Friday) work schedule, their first day off shall be treated as if it was a Saturday and their second day off as if it was a Sunday.

If an employee works a nonstandard (rather than Monday through Friday) work schedule and has three (3) regular days off in a row and a regular day off falls on the official County holiday as identified in Section 1 above then their next regularly scheduled work day shall be observed as the holiday in lieu thereof.

- C. Except as otherwise specified in Section 3.B. 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.

## **Section 3. Pay Status**

- A. Full-time employees shall be entitled to take all authorized holidays at their current hourly rate, calculated as base hourly rate plus all percentage of base hourly rate pays (including, but not limited to longevity, education, and POST certificate pay, as applicable to the employee), not to exceed (8) hours for any one (1) day, provided they are in a paid status based on both their regularly scheduled work days immediately preceding and following the holiday.

Part-time employees shall be entitled to holiday pay as described above in proportion to the employee's full-time equivalency (FTE), not to exceed eight (8) hours for any one (1) day.

- B. Employees in assignments that are part of 24-hour coverage shall receive holiday pay at the rate prescribed in Section 3 (A) for thirteen (13) eight (8)-hour holidays per year prorated equally over twenty-six (26) pay periods, such that an employee who receives Holiday in Lieu Pay shall be compensated equitable to that of an employee who observes a holiday with time off. No other observance shall be recognized by the County.

- C. 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-Controller'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.

- D. 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. Once made, an employee may not change their election during the calendar year.
- E. Employees who choose to receive Holiday pay in lieu of designed days off may be reassigned to other work sites and perform other duties as required.
- F. Employees assigned to 24-hour coverage posts will continue to receive Holiday pay in lieu of having the official County holidays as designed days off.
- G. 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 12 Closures of County Buildings**

The County Administrative Officer or designee shall determine when County facilities shall be temporarily closed in an emergency as determined by the Chief Administrative Officer.

- A. Any and all twenty-four (24) hour, seven (7) day a week facilities and/or operations, and all Sheriff's Office employees in this Unit, are exempt from Article 12.
- B. The County does not determine when non-County facilities may close. Employees scheduled to work at a closed non-County facility may be re-assigned to work at a County facility in the same geographic area, or to telework if the employee has a current Telework Agreement, during a non-County facility closure. Employees who have been reassigned to a County-facility or to telework, shall receive their regular pay for that scheduled shift. If the County is unable to re-assign the employee, the employee will be paid for that scheduled shift pursuant to subsections D and E.
- C. Employees whose buildings have been temporarily closed may be reassigned to work sites in the same geographical area, or to telework if the employee has a current Telework Agreement, and shall receive their regular, non-premium pay for that scheduled shift.
- D. Regular County employees scheduled to work, but who are directed to not report to

work or who are sent home from work due to the closure of their work site under this Section shall receive their regular pay for that scheduled shift. An employee shall not receive regular pay if the employee does not report to work due to any circumstance when there has not been a County directive closing the employee's work site.

- E. After the first day of closure of a County building, if the County is unable to re-open a work site, or is unable to obtain an alternative work site in the same geographical area, an employee will be compensated for that day(s) as if it were a holiday.
- F. During a temporary closure of County buildings, when no alternative work site is designated, those regular employees who are required to work at a closed County building and still required to come to work as part of our essential services, as determined by the Chief Administrative Officer, will receive premium compensation at one and one-half (1 ½) times the employee's base hourly rate of pay for those hours actually worked during designated closure.
- G. Those employees who are on scheduled leave of absence during a designated closure would not be affected by the closure.
- H. Should the closure of a County facility last longer than five (5) working days, the County reserves the right to temporarily reassign employees outside the employee's geographical area.

Geographical area is generally defined as

1. Tahoe Basin
2. Western Slope

In the event of reassignment outside the employee's geographical area, or where the employee is re-assigned to telework but cannot, for any reason, telework, the employee may, at the employee's request, utilize accumulated vacation and/or compensatory time off in lieu of reassignment unless the Chief Administrative Officer makes a finding that the employee's services are essential to the continued operation of the County. In the event the Chief Administrative Officer finds the employee's services are essential, the employee will be compensated for the time it takes to get from the employee's ordinary work site to the alternate work site and will be paid for mileage in accordance with the County's established rate.

### **ARTICLE 13 Vacation**

Unit employees receive vacation benefits consistent with the provisions of Personnel Rules as summarized below.



## **Section 1. Accumulation Earned**

- A. First through forty-eight months of employment: .03875 per hour on pay status (3.1 hours earned per full pay period paid).

Maximum accumulation of 240 hours.

- B. Forty-ninth through one hundred and thirty-second months of employment: .05875 per hour on pay status (4.7 hours earned per full pay period paid).

Maximum accumulation of 320 hours.

- C. One hundred and thirty-third and higher months of employment: .0775 per hour on pay status (6.2 hours earned per full pay period paid).

Maximum accumulation of 320 hours.

## **Section 2. Limitations**

- A. Use of vacation shall be limited to those hours that were accrued as of the prior pay period; vacation cannot be used in the pay period in which it is earned.
- B. Extra-help or other employment time shall not count toward the required continuous service for vacation benefits.

## **ARTICLE 14 Catastrophic Leave Donation Program**

Catastrophic leave donation is designed to allow employees to donate vacation leave to their coworkers in times of exceptional need due to a catastrophic illness or serious medical condition anticipated to last at least ten (10) consecutive days of the employee, or the employee's spouse/registered domestic partner, parent, child, or person for whom the employee has been designated as legal guardian.

- A. To be eligible for this benefit, an employee must have been employed by the County for one (1) continuous year and worked no less than one thousand two hundred fifty (1,250) hours over the immediate preceding twelve (12) months. In addition, this leave may not be used for more than twelve (12) weeks in any twelve (12) month period per catastrophic occurrence.
- B. The employee requesting leave donations (requestor) must first exhaust all other forms of accrued paid leave.
- C. Contributions will cease if/when the catastrophic occurrence is resolved, or when twelve (12) weeks from the first transfer for the occurrence has passed, whichever occurs first.

- D. The amount of donated time paid to the requestor will be reported as taxable income.
- E. Hours received will not qualify the employee for hours works to as it relates to holiday pay, on-call duty compensation, Tahoe employment differential, bilingual differential, overtime or time in class.

## PROCEDURE

- A. The requestor must provide a signed written request for donations of vacation leave to their supervisor. Additionally, a statement from a health professional verifying an injury or incapacity likely to last for at least one (1) month must be forwarded to the supervisor before any action will be taken. The supervisor will forward the written request and verification to Human Resources.
- B. An employee's supervisor may take the initiative to request leave donations for an eligible employee. The recipient must consent, and all necessary documentation must be provided.
- C. Human Resources will ensure the requestor is eligible to receive catastrophic leave donations. Upon approval, the County will post a notice on EDCnet advising employees of a request for donations. No additional notices will be sent.
- D. An employee wishing to donate vacation (contributor) will complete and submit a form prescribed by the County's Auditor-Controller. The contributor must have at least forty (40) hours of vacation hours remaining after the donation. Once submitted, transfers of leave may not be revoked by the contributor. The requestor will not be made aware of who has donated leave.
- E. Donations will be made in one (1)-hour increments. Employees may donate up to an annual maximum donation of forty (40) hours to any one (1) employee. All donations will be deducted from the contributor's balance and held in queue until such time as they are needed by the requestor. Donated hours will be drawn on by the requestor, as the need arises, from the pool of donated hours on an hour for hour basis. All unused pledges remaining in the pool will be credited back to the original contributors on a proportional basis.

Donations will be charged hour for hour at the pay rate of the contributor to the department in which the requestor is employed.

## **ARTICLE 15 Sick Leave**

Each appointing authority is charged with the responsibility of administering sick leave

within the department consistent with applicable practices and policies adopted by the County.

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.

### **Section 1. Accrual**

Every 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 2. Eligibility**

1. No employee shall be entitled to sick leave with pay until the employee has two (2) biweekly pay periods of continuous service with the County.
2. Employees requesting sick leave to care for family members will be approved in accordance with applicable Federal and State law.
3. Use of sick leave shall be limited to those hours that were accrued as of the prior pay period; sick leave cannot be used in the pay period in which it is earned.

### **Section 3. Verification**

- A. Departments may request information in order to aid in the determination of whether the sick leave use is legitimate. The appointing authority may require a physician's statement or acceptable substitute from an employee who applies for sick leave, or make whatever reasonable investigation into the circumstances that appears warranted before taking action on a sick leave request.
- B. Departments may require a prescribed affidavit or medical report form. When an employee is absent for longer than ten (10) consecutive working days, the employee will be required to submit a statement from the employee's physician releasing the employee for normal duty.
- C. Suspected sick leave abuse may be addressed as follows:
  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. 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 (3) days. However, if an employee has a record of excessive sick leave use, or if the employee's leave use 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 might include but are not limited to:

- a. Documented misuse, or;
- b. In excess of six (6) individual unapproved uses of sick leave in a twelve (12) month period, or
- c. More than four (4) uses of sick leave in conjunction with other leave accruals (e.g. vacation) and/or holidays in a twelve (12) month period.

Each use of sick leave may last one (1) 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 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 initiate 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.

Protected leave cannot be tracked for performance evaluation and/or disciplinary reasons unless an employee is using protected leave in an unlawful manner.

- D. When an employee has been determined to have used sick leave for illegitimate purposes, the County may recover such funds.
- E. Each appointing authority shall maintain complete current records of sick leave and vacation time accumulated and taken by each employee.

#### **Section 4. 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 the employee's duties, the appointing authority may require the employee to absent themselves 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 5. Payment for Unused Sick Leave**

- A. In order to receive payment for unused sick leave, employees must retiree from County service; at the time of retirement only, the employee must have five (5) or more continuous years of County service. Eligible employees shall receive the following:
1. Employees with over 5 years of service:  
Shall receive 20% of their unused sick leave paid.
  2. Employees with over 10 years of service:  
Shall receive 40% of their unused sick leave paid.
  3. Employees with over 15 years of service:  
Shall receive 70% of their unused sick leave paid.
  4. Employees with over 20 years of service:  
Shall receive 100% of their unused sick leave paid.
- B. Maximum number of hours paid shall not exceed five hundred (500). Employee's last hourly rate of pay shall be used in computing payment.

## **ARTICLE 16 Tuition Reimbursements for Accredited Academic Courses**

### **Section 1. Employee-Requested Courses**

#### A. 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.

#### B. Requirements for Partial Reimbursement of Tuition:

1. The requesting employee must be and have been in a regular position in the County for at least twelve (12) months prior to the start of the course in question.
2. 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.
3. The employee's attendance at the course will not interfere with the employee's normal duties, responsibilities or work hours.
4. The employee agrees in writing to repay the County, upon separation from

County employment, any tuition reimbursement received from the County within a twelve (12) month period immediately preceding employee's separation from employment.

5. The employee must request and obtain written approval for tuition reimbursement from the appointing authority prior to the start of the course.

### C. Limitations

1. In order for requests to be granted, the department must determine funds for tuition reimbursement are available in the departmental budget.
2. Reimbursement shall be available at the rate of fifty percent (50%) of actual costs of the tuition fee. Reimbursement shall not be made for books, documents, other materials, mileage, travel costs, or other incidental expenses incurred by the employee, or for any amount reimbursed by another source or entity.
3. The County shall limit its reimbursement to the amount not reimbursed to the employee by some other source not to exceed fifty percent (50%) of the actual cost of the tuition fee as defined in C.2.
4. 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.
5. To be eligible for reimbursement, the employee must present satisfactory proof of a final grade of "C" or better or "passed" grade for pass/failed courses for the approved course and a form of receipt showing the amount of tuition paid by the employee.
6. The course must be provided by a regionally accredited institution. Courses eligible for reimbursement may be offered online or at a physical campus.

### **Section 2. County- Required Training**

The above policy shall not apply to (1) 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) 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 17 Days and Hours of Work**

### **Section 1. 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 that the County may change at the County's discretion. An employee's regular schedule shall include consecutive days off. Except as described in Section 3 below, the County agrees to give employees a minimum of fourteen (14) working days advance notice of work schedule changes, unless otherwise voluntarily agreed to, in writing, by the affected employee.

### **Section 2. 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 3. "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 Section 1, 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.

Employees provided a modified schedule as an accommodation for a qualified "4850" injury, shall be allowed to schedule and attend with supervisor approval any "4850" related medical appointment during scheduled work hours.

## **ARTICLE 18 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 1. Damage to Uniforms and Privately Owned Safety Equipment**

- A. 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.
- B. Value: Value of items damaged beyond repair will be computed on the depreciated value at the time of damage.

## **Section 2. Privately Owned Safety Equipment**

- A. Risk: Officers electing to carry their own equipment do so at their own expense and risk.
- B. Maintenance: The Department will not repair or maintain privately-owned equipment except as provided for in this policy.
- C. 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 3. 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.

- A. Expensive Personal Items: Uniform damage claims for expensive personal items are subject to reimbursement at an amount less than the replacement cost.
- B. Claims: Claims for items not within the intent of this policy will not be allowed.
- C. 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.
- D. Negligence: No reimbursement if cause by negligence on the part of the employee.

## **Section 4. Procedure for Reimbursement: Uniforms and Privately Owned Equip.**

Inspection of Damaged Uniform or Equipment Item: Any damaged uniform or  
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equipment item for which a reimbursement claim will be submitted shall be examined by the claimant's supervisor prior to being repaired or replaced.

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.

Review of Claim: The Sheriff or 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 5. Disposition - Damaged Article**

Whenever an article of uniform or equipment is surveyed as damaged beyond repair, the Sheriff or 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 6. 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 7. Amortization**

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

### **Section 8. Amortization Table**

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 19 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 1. Policy**

The Board of Supervisors may reduce the size of the County’s workforce for any lawful reason that it determines is in the best interests of the County. 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 Article, or (2) a specific layoff by category, classification, number of employees and department (s) pursuant to this Article.

**Section 2. 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.

- A. 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 appointing authority's responsibility to ensure posting.
- B. Layoffs are made within the department involved and are not Countywide.
- C. 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.

- D. 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 3. Order of Layoff**

- A. 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 appointing authority 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:

1. Extra-help, provisional, and temporary/limited term
2. Probationary employees serving an initial probationary period
3. Regular (civil service status) full-time and part-time employees.

A full-time employee shall receive one (1) point for each full month of continuous service as regular County employee in the employee's classification. Time spent in other classifications which the employee occupied within the immediate preceding three (3) years and which are at the same or higher rate of pay based upon the current salary plan applicable at the time of the layoff shall be included in the service time in the affected class. This includes probationary time and periods covered by authorized leaves of absences, but excludes time as extra-help, temporary/limited term, or contract employment; service prior to employment; or interruptions (break in service) caused by resignation, dismissal, or transfer to extra-help or temporary/limited term status.

Part-time employees shall receive a proportional amount of longevity points based upon the employee's FTE. Less than a full month of service shall be prorated proportionate to the number of days employed to the number of days in the month.

### **B. Performance Disciplinary Actions**

1. A full-time employee who receives an involuntary demotion as a disciplinary

action will have twelve (12) points deducted from that employee's retention points.

2. A full-time employee who receives a suspension will have one (1) point per day of suspension deducted from the employee's retention points, with a maximum deduction of twelve (12) points.
3. Part-time employees shall have a commensurate number of points deducted proportionate the employee's FTE.

C. Flexibly-Staffed Classes - Classes which are budgeted as flexibly-staffed classes (e.g. Deputy Sheriff I/II), as stated in the Personnel Allocation Resolution, shall be treated as one class for purposes of determining retention points.

D. Out of Class Assignments - Out-of-class (Acting) time will not be credited towards the out-of-class position in which the employee served. Out-of-class time will be considered as continuous service in the employee's regular classification.

E. Ties - In cases where two or more employees are tied with the same number of retention points, the following factors shall be considered in order for the purpose of breaking the tie: total County service (including County service prior to the most current period of employment); discipline actions; appointing authority determination. Letters of reprimand will be considered as a tie breaking criteria for up to three (3) years from the date of issuance.

F. Volunteers For Layoff - An employee who occupies a position within a class within a department affected by a layoff and/or displacement may volunteer to be laid off in place of another employee who has fewer retention points and who would otherwise be laid off. Such employee shall be entitled to the same rights and restoration privileges as other employees in accordance with this Article.

#### **Section 4. Layoff Privileges**

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

##### **A. Displacing in a Lower Class**

An employee affected by layoff may, at the employee's 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.

##### **B. 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 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 ensure that a current address is provided to the County Human Resources Department.

#### C. Transfer and Demotion

Employees to be laid off may be permitted to transfer or demote at the discretion of the appropriate appointing authority(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 appointing authority 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 appointing authority 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.

#### D. 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, the employee may, upon request, receive payment for those benefits normally given to terminated employees.

#### E. Employment Interviews

Appointing authority(s) that are referred the names of individuals designated for layoff and who have requested transfers shall personally ensure that such persons are provided an employment interview.

#### F. 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 their layoff or voluntary reduction shall receive the following considerations and benefits:

1. 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.

2. All Retention Points held upon layoff shall be restored.
3. All prior service shall be credited for the purpose of determining sick leave and vacation earning rates, and time in step.
4. The employee shall be placed on the step of the salary range that was held at the time of the layoff.

#### G. 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 5. 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 alone would result in retaining employees unable to maintain a satisfactory level of performance in the department affected. In such cases, the appointing authority 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 6. 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.

- A. 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.

- B. 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.
- C. 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.
- D. 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 20 Appeals of Disciplinary Actions**

An employee in this Unit, having obtained Civil Service status, shall have the right to appeal pursuant to Government Code Section 3300 et seq. a termination, demotion in class or salary step, or suspension without pay. Such appeal shall be in accordance with the provisions of the Personnel Rule(s).

An employee may appeal any other disciplinary action recognized under Government Code Section 3300 et seq. to the appointing authority or designee within ten (10) calendar days of receiving written notice of the disciplinary action. The appointing authority or designee shall provide an appeal consistent with *Lubey v. City and County of San Francisco* (1979) 98 Cal.App.3d 340.

## **ARTICLE 21 Grievance Procedure**

### **Section 1. 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

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employees.

## **Section 2. Scope of Grievance**

- A. A grievance is a claimed violation, misapplication or misinterpretation of the provisions of a MOU or employee protections contained in ordinances, resolutions, personnel rules or written policies, adversely affecting an employee's wages, hours or conditions of employment.
- B. Specifically, excluded from the scope of grievances are:
1. Subjects involving the amendment or change of Board of Supervisor resolutions and ordinances, which do not incorporate the provisions of this MOU or other employee protections contained in ordinances, resolutions, personnel rules or written policies.
  2. Discrimination complaints that allege violations of equal employment opportunity laws or employment discrimination which shall be processed under the County's Discrimination Complaint Procedure.
  3. Appeals of the Reduction in Force Articles and Policies which fall under the appeal process contained within that policy.
  4. Appeals of disciplinary actions resulting in termination, demotion, suspensions without pay which fall under the County's Civil Service Appeal Procedure.

## **Section 3. Definitions**

- A. Grievant - A grievant is an employee in the unit who is filing a grievance as defined herein or two (2) or more employees who have essentially the same grievance within the timelines prescribed herein and who submit their combined grievances as one (1) grievant. A grievance may be initiated, and as determined necessary by the grievant, appealed, by the employee(s) or the Association on the employee(s)' behalf.
- B. Working Day - for purposes of this Article, shall mean day(s) in which the County's main administration (CAO's) office is open for business.

## **Section 4. Grievance Procedure Steps**

### **A. 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 their immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively toward a 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 ten (10) working days.

## B. 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. If the Director of Human Resources or their designee determines the preceding level reviewing authority does not have the authority to resolve their grievance, the grievant may submit the grievance to the level of authority capable of resolving the grievance, up to and including the Director of Human Resources. An email may serve as a formal submission, provided an automated away message shall delay the effective date of submission until the date of return identified in the automated response.

### 1. Immediate Supervisor

A grievant 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 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 ten (10) 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, either intermediate supervisor or appointing authority, the next level of grievance should be addressed.

### 2. 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 appointing authority, 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.

### 3. Appointing Authority

If the grievance is not resolved by the written decision of the supervisor(s), the grievant may submit in writing within five (5) working days after the date of the supervisor's written decision their grievance to the appointing authority. The appointing authority shall conduct such meeting(s) with the employee, informal hearings and investigations as are appropriate in the appointing

authority's 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.

#### 4. Director of Human Resources or Designee

If the grievant wishes to appeal the appointing authority's decision, the grievant may do so in writing to the Director of Human Resources or designee within ten (10) working days after the date of the appointing authority's decision. The Director of Human Resources or designee shall conduct such meeting(s), informal hearings and/or investigations as are appropriate in the Director or designee's judgment and deliver to the grievant a written decision within twenty (20) working days. If the grievance is denied, the reasons for the denial shall be included in the response.

#### 5. Final Resolution

- a. If the decision of the Director of Human Resources or designee fails to resolve the grievance, the grievant may within ten (10) working days notify the Director of Human Resources or designee that the grievant is appealing the Director of Human Resources' or designees' decision after which the grievance shall be submitted to arbitration for final resolution. The decision of the arbitrator is final and binding on all parties, subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.
- b. The grievant's representative and the Director of Human Resources' representative shall attempt to mutually agree on an acceptable arbitrator for the dispute. If no agreement can be reached on an arbitrator within five (5) working days, a list of seven (7) names from the California State Conciliation & 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 MOU.
- c. Upon mutual agreement, in lieu of arbitration, the parties may determine to submit the matter to the Civil Service Commission (CSC) for final resolution subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.

### C. Basic Rules

#### 1. 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.

## 2. Time Limits

If a grievant fails to carry the 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 grievance advances to the next higher level. Time limits may be waived by mutual written consent of the parties.

## 3. Representation

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

## **ARTICLE 22 Promotional Examinations**

The County agrees that all promotional exams will be posted for a minimum of thirty (30) calendar days before giving the examination.

All applicants who pass testing will be awarded one quarter ( $\frac{1}{4}$ ) points for each full year of service with the El Dorado County Sheriff's Office. The points will be added to the total exam score of each applicant, and a final score will be developed.

## **ARTICLE 23 Promotional Appointments**

Based upon final scores, the top five (5) candidates plus any additional candidate(s) having the same final number score as the fifth (5<sup>th</sup>) 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 consider education, experience and training, initiative, communication skills, interpersonal skills, dependability, and knowledge of law enforcement practices and procedures.

## **ARTICLE 24 Snow Equipment**

The County agrees to provide snow equipment to all officers. Snow equipment shall include snow gloves, hats, jackets, and boots.

## **ARTICLE 25 Committee on Drug Free Workplace and Drug Testing**

### **Section 1. 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 drugs and/or alcohol is prohibited in 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 or in possession of alcohol and/or drugs while at work unless required as a part of an official duty. 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 Agreement.

## **ARTICLE 26 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 27 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 28 Full Understanding, Modification, Waiver**

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein. 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 MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

## **ARTICLE 29 Peaceful Performance Clause**

The parties to this MOU recognize and acknowledge that the services performed by the County employees covered by this MOU 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 MOU, 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.

### **Section 1. Job Action - Sick Outs**

Amending Personnel Rule 1604 Sick Leave

Whenever the CAO or 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 the CAO 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.

1. The appointing authority(s) of the department(s) 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 appointing authority within three (3) working days of the employee's return to work.
2. The employee shall also provide a sworn affidavit justifying their claim of sick leave. Such affidavit shall be provided to the employee by the appointing authority upon their return to work. Each request for sick leave time will be evaluated individually at the time the required documentation is received.
3. 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.
4. 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 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 30 Severability**

If any provisions of this MOU 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 31 Recognition**

The County hereby confirms its prior certification of the Association as the recognized employee organization for the employees in the Association 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 scope of representation pertaining to the said employees as provided under the County's Employer/Employee Relations Policy and authorized by law.

**ARTICLE 32 Economic Hardship Reopener**

At any time after the effective date of this MOU, upon thirty (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.

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 (DSA)

\_\_\_\_\_  
Jack Hughes  
Liebert, Cassidy, Whitmore  
Lead Negotiator for the County  
Or Designee

\_\_\_\_\_  
Mark Bartley  
Labor Relations Consultant  
Mastagni Holstedt, A.P.C  
Or Designee

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Joey Carruesco  
Director of Human Resources

\_\_\_\_\_  
Colby Earl  
President

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Chair  
Board of Supervisors

Date \_\_\_\_\_

ATTEST: Kim Dawson,  
Clerk of the Board of Supervisors

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