

MEMORANDUM OF UNDERSTANDING

Between

The County of El Dorado

And

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

General, Professional, and
Supervisory Bargaining Units

July 1, 2017 – June 30, 2020



Section 3	Sheriff's Department Employees - Uniforms and Meals	19
Section 4	Uniforms and Uniform Allowances	20
Section 5	Boot Allowance	20
ARTICLE 9	EMPLOYEE BENEFITS AND RETIREMENT	21
Section 1	Medical/Dental	21
Section 2	Life Insurance	24
Section 3	Long Term Disability	25
Section 4	State Disability Insurance (SDI)	25
Section 5	Plan Documents or Contracts Controlling	25
Section 6	Injury or Illness Leave Time	25
Section 7	Employee Assistance Program	26
Section 8	IRC 125 Plan.....	27
Section 9	Retirement Benefits.....	27
ARTICLE 10	PAID LEAVES	28
Section 1	Holidays	28
Section 2	Vacations	30
Section 3	Sick Leave	31
Section 4	Supervisory Leave	33
Section 5	Court Appearances	33
Section 6	Contracts with State for Employee Services	33
ARTICLE 11	PERSONNEL PRACTICES	35
Section 1	Probationary Periods.....	35
Section 2	Performance Evaluations of Employees with Civil Service Status	38
Section 3	Closure of County Buildings.....	39
Section 4	Drug Free Work Place.....	40
ARTICLE 12	REDUCTION IN FORCE.....	40
ARTICLE 13	APPEALS	46
Section 1	Letters of Reprimand.....	46
Section 2	Appeals of Disciplinary Actions	47
ARTICLE 14	GRIEVANCE PROCEDURE	47
ARTICLE 15	EMPLOYEE RELATIONS POLICY AND PRACTICES.....	51
ARTICLE 16	PEACEFUL PERFORMANCE.....	51
ARTICLE 17	FULL UNDERSTANDING, MODIFICATION, WAIVER.....	53
ARTICLE 18	SEVERABILITY	53
ARTICLE 19	SUCCESSOR AGREEMENT	53
ARTICLE 20	ECONOMIC HARDSHIP.....	53

ARTICLE 2 AUTHORIZED AGENTS AND RECOGNITION

Section 1 Authorized Agents

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

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

El Dorado County Employees' Association
Public Employees Union, Local 1
Executive Director
2864 Ray Lawyer Drive, Suite 202
Placerville, CA 95667

Local 1 shall be responsible for providing, in writing, to the County the current title, address and telephone number of the designated representative and a list of persons authorized to act on its behalf or receive service in its name.

Section 2 Recognition

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

ARTICLE 3 COUNTY RIGHTS

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

hired, promoted, demoted or transferred into classifications in the General and Professional and Supervisory Bargaining Units shall as a condition of employment fulfill one of the following:

1. Become and remain a member of Local 1; or
2. Pay to Local 1 a fair share fee in an amount which does not exceed the amount which may be lawfully collected under applicable constitutional, statutory and case law, and which under no circumstances shall exceed the monthly dues, initiation fees and general assessments made during the term of this Agreement; or
3. Do both of the following:
 - a. Execute a written declaration to Local 1 with a copy to the Payroll Division of the Auditor/Controller, that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
 - b. Pay a sum equal to the fair share fee to a nonreligious, non-labor, charitable fund exempt from taxation under Internal Revenue Service Code Section 501(c) (3), chosen by the employee from the following charities:
 - i. United Way;
 - ii. Volunteer Center of El Dorado County;
 - iii. Volunteer Action Center (South Lake Tahoe);
 - iv. Center for Violent-Free Relationships, Placerville/South Lake Tahoe.

The employee shall have, on a biweekly basis, a payroll deduction of Local 1 dues, fair share fees, or charitable contribution.

C. Separation From Unit

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

D. Compliance

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

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

I. Hold Harmless

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

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

J. Financial Report

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

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

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

K. Rescind Fair Share Fee

Section 2 may be rescinded by a majority vote of the employees in a bargaining unit in accordance with the provisions of Government Code Section 3502.5(b).

Section 3 Communications with Employees

Local 1 shall be allowed by County departments, in which it represents employees, use of available bulletin board space for communications having to do with official organization

Section 7 Local 1 Presidential Release Time

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

Section 8 Orientation

During the County orientation program, provided to new employees by the Department of Human Resources, Local 1 shall be given the opportunity to provide information to new employees who are in classifications covered by this M.O.U. Local 1 presentation shall be informational and in good taste.

ARTICLE 5 NON-DISCRIMINATION

There shall be no discrimination in the implementation of this document because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, age or, participation or non-participation in Local 1 activities against any employee covered hereby by Local 1 or the County.

ARTICLE 6 WAGES & OTHER RELATED ISSUES

Section 1 Wages

YEAR #1: The current wage scale for all represented classes shall remain the same for the first year of the MOU. In addition to their current wage, each regular employee who is a member of this bargaining unit who is employed on the date the Board of Supervisors signs this MOU, shall be paid a one-time amount of \$2,400 lump sum payment, minus applicable payroll deductions, no later than the third full pay period following Board of Supervisors' final approval of this MOU

In addition, the EDCEA and the County agree to continue negotiations with respect to the application of the Classification and Compensation Study.

YEAR #2: Effective July 1, 2018 the EDCEA and the County shall negotiate the implementation of the Wage and Compensation Study and/or reopen on wages.

YEAR #3: Effective July 1, 2019 the EDCEA and the County shall negotiate the implementation of the Wage and Compensation Study and/or reopen on wage.

During the term of this Memorandum of Understanding, the County has the non-appealable

2.B.1., an employee's eligibility for performance salary step increase shall be extended commensurately for each full pay period an employee is on authorized leave without pay except as provided by law.

D. Salary Status Upon Reemployment

A full time or part time employee who resigns in good standing and is reappointed in the same or closely related class within the same classification series within two years of resignation shall be eligible, with the approval of the appointing authority, to be reappointed at any step up to and including the salary step received prior to resignation. If the appointing authority wishes to rehire the employee at a step which exceeds the step paid at the time of resignation, approval shall be required consistent with the Personnel Rules. For purposes of vacation accrual, shift selection and longevity pay, such an employee shall receive credit for the amount of prior service in effect at the time of resignation and shall be restored to the place on the vacation accrual table, the shift selection order and longevity pay table in effect at the time of resignation.

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

ARTICLE 7 DAYS AND HOURS OF WORK, PREMIUMS & BONUSES

Section 1 Work Schedule

- A. The appointing authority shall fix the hours of work with due regard for the convenience of the public, the laws of the State and the County and as the appointing authority determines best serves the County.
- B. The County agrees to assign employees to a regular work schedule. The County may change that work schedule at its discretion. If the change is of short term duration, i.e., less than two (2) weeks, the County agrees to give employees a minimum of a five (5) working days advance notice of the work schedule change unless agreed to by the employee and department.
- C. Except in an emergency, departments which determine to change a work schedule on a long term basis (for more than two (2) weeks) from a standard work schedule to an alternate work schedule (e.g., 4/10s, 9/80s) or from an alternative work schedule to a standard work schedule (5/8s), or to a different alternative work schedule, the department shall give notice to the affected employee(s) and Local 1 and provide the opportunity to meet with the department to discuss the proposed change. Implementation of such change will not occur prior to two full pay periods from the date of notice to Local 1 and employee(s) unless agreed to by affected employees.
- D. In no case may an employee's work schedule be changed during the work week when the purpose of such change is to avoid overtime compensation, unless agreed to by the

E. Other Provisions

1. Time worked as overtime shall not be used to earn fringe benefits such as but not limited to, sick leave, vacation or CalPERS service credit, or to serve out probation or merit increase periods. Compensatory time off taken may be used as part of the established work week to earn fringe benefits and to serve out probationary and merit step increases.
2. Employees assigned to positions requiring continuous coverage on a twenty-four (24) hour per day, seven (7) days per week basis who are held over at the conclusion of their shift for more than thirty (30) minutes without twenty-four (24) hours advance notice will be paid time and one half from the time they are required/ordered to remain at work if they have worked more than forty hours during the work period.
3. Overtime shall be paid in accordance with these rules and the provision of the Fair Labor Standards Act.

Section 3 On-Call Duty Compensation

- A. When warranted and in the interests of the County's operations, Department Heads or their designees may assign employees, in writing to "on-call" duty for an "on call period". Each on-call period shall consist of a single, seven (7) day FLSA work period.
- 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 employee's department to perform an essential service.
- C. During the term of this MOU,
 1. Employees represented by Local #1 of the Health and Human Services Agency shall be compensated at an hourly rate of 20% of the employee's base hourly rate for each hour the employee is assigned to on-call duty.
 2. Employees working for all other agencies and departments assigned to on-call duty shall be compensated at the rate of \$2.50 per hour.
- D. If the County and the employee agree, the employee on an approved vacation may be placed on the on-call duty list if the employee is willing and able to return to work if called during the vacation.

Section 4 Call-Back Compensation

- A. When an employee returns to work because of a department request made after the employee has completed his/her normal work shift and left the work station, the employee shall be credited with two (2) hours plus any hours of work in excess of two (2) hours in which the employee is continuously engaged in work for which he/she was

After 20 years

10% of base pay*

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

Longevity pay increases shall be based upon continuous service with the County in an allocated position or service as described above and in Article 6, Section 2.D. of this Agreement. Longevity pay for those employees who are eligible, shall become effective no later than the full biweekly pay period following the completion of the required period of continuous service.

Base pay is as listed in the County's salary schedule for the employee's classification and step.

Employees represented by the GE, PL, or SU bargaining units who are hired on or after the date the Board of Supervisors adopts the 2017 through 2020 MOU will not be eligible for longevity pay. The County and EDCEA agree to negotiate longevity pay within year two (2) and/or year three (3) of the MOU term.

Section 7 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, and the employee works in such assignment for more than 15 work days, the employee shall receive compensation for such work retroactive to the first day of the assignment at the rate of pay established for the higher classification pursuant to the County's Personnel Rules, under the following conditions:

A. The employee is assigned to a program, service or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule and listed in the County's Authorized Personnel Resolution and such authorized position has become vacant due to the temporary or permanent absence of the position's incumbent. A copy of the Department Head's written approval of this assignment must be submitted to the Director of Human Resources within 5 working days after start of the assignment.

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

B. Notwithstanding Section 7.A. above, in an exceptional circumstance when a vacancy does not exist but an employee has been assigned to perform duties which exceed the scope of that employee's classification, and when determined and justified at the discretion of the Chief Administrative Officer, the employee will be entitled to pay for a higher classification in accordance with the other provisions of this Section.

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

hours in pay status. The bilingual differential shall be paid for bilingual proficiency in Spanish, Sign Language, or any language determined by the Department Head in writing as necessary to provide primary services to the public. In order to be eligible to receive such differential, an employee must demonstrate language proficiency acceptable to the Department Head as certified in writing to the Director of Human Resources. 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. The County shall utilize existing bilingual skills employees to assess employees' bilingual capabilities when possible. Written authorization for an employee to continue to receive a bilingual differential shall be reviewed and renewed annually by the Department Head.

Section 10 Part-Time Social Workers

A part-time employee in the classification of Social Worker II/III/IV shall accrue eligibility for merit increases based upon an accumulation of hours worked in pay status, excluding on-call hours, and shall be considered for an initial merit increase when the employee's hours in pay status (excluding on-call hours) equals 1040. Each employee shall be considered for subsequent merit increases when the employee's total hours in pay status (excluding on-call hours) equals 2080 hours.

Section 11 Protective Services Premium

Employees in the classification of Social Worker III who are assigned to Protective Services Programs within the Department of Social Services shall be placed on the salary schedule with a range equal to that of Social Work IVA, at their current step. At such time as all existing Social Worker IVA's are no longer at that level, the classification of IVA will be deleted and the Classification of IVB will be renamed as Social Worker IV. It is the intent of this change to have two classifications, Social Worker III and Social Worker IV and to delete the Protective Services Premium.

Section 12 Certification Program

- A. The County shall provide a certification program for all eligible Development Services Division employees. Compensation for possession of one or more valid certificates is specified below. No employee may receive more than \$200 per month, for possession of any or all of the following certificates.

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

(Dollar amounts represent monthly amounts for certification listed.)

ICBO	Building Inspector Certificate (\$25.00) or
ICBO	Combination Inspector Certificate (\$50.00)
ICBO	Combination Dwelling Inspector Certificate (\$25.00)
ICBO	Combination Light Commercial Inspector Certificate (\$50.00)
ICBO	Permit Technician (\$25.00)

material duties, the employee will no longer be entitled to the 9.5% differential. Loss of this differential pay shall not be considered a performance issue and is not subject to appeal or to the grievance procedure.

Section 14 POST Certificate Pay

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

Section 15 CPA and CPA-G Certification

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

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

ARTICLE 8 ALLOWANCES FOR WORK-RELATED EXPENDITURES

Section 1 Tuition Reimbursement for Accredited Academic Courses

A. Employee-Requested Courses

1. Applicability:

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

2. Requirements for Partial Reimbursement of Tuition:

- a. The requesting employee must be and have been in a regular full-time position in the County for at least two (2) years prior to the start of the course in question.
- b. The subject matter of the course must be directly related to the employee's present position or to a position within the normal line of promotion within County service for the employee's current classification.
- c. The employee's attendance at the course will not interfere with his/her normal duties, responsibilities or work hours.

allowance of thirteen dollars and seven cents (\$13.07) in each pay period for 26 pay periods.

Such employees shall be required to buy, maintain, and wear the County-prescribed uniform and comply with the Sheriff's Department policy related to wearing of such uniforms. The Uniform allowance shall be funded by the Sheriff's Department budget. In no way shall the application of this provision be construed to imply any expectation of performance in active law enforcement nor eligibility for benefits associated with law enforcement or correctional activities.

- B. Notwithstanding Section 3.A. above, uniforms or work clothes shall be provided to employees and replaced as necessary as determined by the Sheriff or designee.
- C. The County will provide to employees covered by this Agreement, who work in the Jail, one meal per shift if the employee is required to remain on-site during the meal period. The provided meal shall be the same meal which is prepared for inmates.

Section 4 Uniforms and Uniform Allowances

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

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

Section 5 Boot Allowance

Employees who are in paid status and required by a Department to wear boots, or other specific footwear for safety, shall receive once per year a boot allowance of two hundred dollars (\$200.00). The Department will make the request for appropriate boot allowance once per year with the prescribed form or system. The boot allowance shall be automatically renewed annually until such time the Department no longer requires the employee to wear boots, or other specific footwear for safety, and the allowance is discontinued by the Appointing Authority or designee with the prescribed form or system.

contribute a prorated share of the costs listed as specified in Article 9, Section 1.C, below. The sum of the County and Employee Contribution shall constitute full payment, excluding deductibles, co-payments, and other fees and charges as specified in the Plan.

5. For purposes of the Article, a full-time employee is defined as an employee in an allocated position whose regular work schedule on an ongoing basis is 80 hours of work in each pay period; a part-time employee is defined as an employee who is in an allocated position and whose regular work schedule on an ongoing basis is less than 80 hours of work in a pay period.
 6. In order to be eligible for County Contribution, other than required by law, a full-time employee must be in pay status, i.e., where the employee is receiving pay from work hours, compensatory time off, vacation or sick leave in accordance with Paragraph 5, 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.
 7. An employee who ceases to be eligible for County Contribution must pay directly to Risk Management the full amount of employee and County Contribution in order to retain benefit coverage under the County-sponsored Health/Dental benefit plan.
 8. The County will not contribute toward the cost of any plan other than those specifically sponsored by the County.
- B. Health Plan Benefits are described in the Specific Health Plan Document.
- C. Part-time Employees: Any part-time employee and dependents, who, on September 6, 1991, are being provided with the same benefit contribution as full-time employees, will continue to receive full-time benefit contribution throughout the term of this Memorandum. A part-time employee, hired on or after September 7, 1991, whose regular work schedule is more than 32 hours per pay period shall be eligible to participate in the health/dental insurance programs on a pro rata basis according to the following schedule.
1. The County shall pay the full County Contribution to the health/dental costs as specified in Article 9. Section 1.A.2 above for a part-time employee whose regular work schedule as documented on the payroll personnel form is between 64 to 79 hours per pay period on an ongoing basis; the Employee Contribution will be automatically deducted from the biweekly pay check.
 2. The County shall pay 75% of the County Contribution to the health/dental costs as specified in Article 9. Section 1.A.2 above for a part-time employee whose regular work schedule as documented on the payroll personnel form is 40 to 63 hours per pay period on an ongoing basis; the remaining 25% of the County Contribution plus the Employee Contribution will be automatically deducted from the biweekly pay check.
 3. The County shall pay 50% of the County Contribution to the health/dental costs as

term of this Memorandum of Understanding regardless of the level of contribution by the County and its employees.

F. Continuation of Medical/Dental Plan - Military Call-Up

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

The County shall continue the same level of contributions for the employee absent on military leave and that employee's dependents as would apply to other employees in the same classification and bargaining unit. The employee would be responsible for any contribution toward dependent coverage specified in the MOU. Pursuant to these provisions, the employee absent on military leave shall not be required to use accumulated paid leave in order to be eligible for continuation of coverage and the county's contribution to the medical/dental plan.

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

G. 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.

H. South Lake Tahoe

Contingent upon the conditions of the current Specific Health Plan Document, the Parties shall explore whether it is possible to have an alternative medical benefit for employees in the South Lake Tahoe area.

Section 2 Life Insurance

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

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

- E. The County will conduct periodic assessments of the status of an employee on medical leave. Assessments will be conducted at thirty (30) days of leave (or 90 days of limited duty) and at least every ninety (90) days thereafter. The employee will be provided with the opportunity to provide input into the assessment.
- F. At any point the medical condition of an employee appears to be permanent, long term, of uncertain duration or likely to preclude the employee's ability to return to work, the County will move to separate the employee and, if the employee is eligible, make application to CalPERS for a disability retirement on behalf of the employee. If an employee is not eligible for CalPERS retirement, then the County will refer the employee to long-term disability (LTD). Notwithstanding Article 10, Section 3.F., Payment for unused Sick Leave, employees medically separated under disability retirement shall be paid all of their unused accrued sick leave. If an employee is denied disability under CalPERS or LTD, the employee will return to work.
- G. Employees who return to work and are receiving Worker's Compensation benefits, and have follow-up doctor's appointments related to their Workers Compensation injury/illness, may use regularly paid work time for these doctor's visits. Eligibility for use of County paid time for these doctor's visits is limited to up to forty-eight (48) hours per injury.
- H. Modified Duty - The County of El Dorado has a return-to-work philosophy. The purpose is to return employees to employment at the earliest date following any injury or illness. The County desires to speed recovery from injury or illness and reduce insurance costs. This philosophy applies to all employees and will be followed whenever appropriate. The County of El Dorado defines "transitional" work as temporary modified work assignments within the employee's physical abilities, knowledge, and skills. Where feasible, transitional positions will be made available to injured employees in order to minimize or eliminate time loss. As related to this section, for any business reason, at any time, the County may elect to change the working shift of any employee based on the business needs of the County.

Transitional/temporary positions are provided with consideration of the employee's physical abilities per the employee's medical provider, the business needs of the County of El Dorado, and the availability of transitional work.

Section 7 Employee Assistance Program

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

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

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

In lieu of the above, a retiring employee with 20 or more years of service with the County of El Dorado shall have a one-time irrevocable option to elect four (4) years of contributions, at the low-deductible PPO medical coverage rate (not to include dental and vision), toward a County-Sponsored Health Plan or Alternate County-Sponsored Health Plan in which the retiree is otherwise eligible to enroll. Retired employees have the option to include eligible dependents at additional cost.

Pursuant to the Letter of Agreement dated September 1, 2015, between the County and the Association the County contribution toward retiree health was discontinued for bargaining unit members hired on or after January 1, 2009. However, bargaining unit members hired into an allocated position (excluding extra help and provisional) on or after January 1, 2009, may continue to participate, at their own cost, in the County-sponsored retiree health plan options provided they meet the criteria specified in the plan.

- E. 1959 Survivors Benefits - The County will provide to employees Level 3 of the 1959 Survivors Benefits, as defined in CalPERS Section 21573. Each employee shall contribute .93 cents per pay period as required by CalPERS regulations. This benefit applies to employees currently enrolled in the 1959 Survivor Benefits option.

ARTICLE 10 PAID LEAVES

Section 1 Holidays

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

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

In addition to which every day approved 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.

proportion to the percentage of hours worked during the biweekly pay period which includes a holiday, not to be compounded and not to exceed eight (8) hours for any one (1) day. The holiday hours paid but not worked will not be used in the calculation of the percentage of hours worked that determines how many holiday hours will be paid.

Section 2 Vacations

Unit employees receive vacation benefits consistent with the provisions of the El Dorado County Personnel Rules subject to the provisions herein:

A. Accumulation Earned

1. 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.
2. 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.
3. 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.

B. Limitations

1. Use of vacation shall be limited to those hours that were accrued as of the prior pay period, and vacation cannot be used in the pay period in which it is earned.
2. Extra-help, CETA or other employment time may not count toward the required continuous employment for vacation benefits.

C. Donation of Vacation Time

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

D. Usage

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

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

E. Incapacity to Perform Duties

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

F. Payment for Unused Sick Leave

1. In order to receive payment for unused sick leave at the time of retirement, layoff, or voluntary termination, a County employee must have five or more years of County service. However, an employee hired after January 1, 2014 may only receive payment for unused sick leave at the time of retirement or layoff.
 - a. Employees with Over 5 years of service:
Shall receive 20% of their unused sick leave paid.
 - b. Employees with Over 10 years of service:

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

functions of their position, shall have their probationary period extended for each hour of such modified duty assignment.

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

B. Status of Employee

1. Probationary Period Required

A probationary period is required in the following circumstances:

- a. upon initial appointment to a position in a class in the classified service;
- b. upon promotion to a position in a class in the classified service;
- c. upon voluntary demotion or transfer to a position in a different class series in

any vacant position in the former class and department for a period not to exceed six (6) months.

D. Expectations for Probationary Employees

At the beginning of all probationary periods, the employee will receive a written statement of expectations signed by the supervisor and the employee. The supervisor shall retain the copy signed by the employee and provide a copy to the employee. The supervisor shall meet with the probationary employee after approximately six months of continuous employment to review the employee's progress towards passing probation.

E. Rejection During Probation

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

F. Rejection During Secondary Probation

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

Section 2 Performance Evaluations of Employees with Civil Service Status

Except as provided herein, employees with civil service status shall be evaluated at least once each calendar year. Such evaluations shall be in writing on the prescribed form and shall be due on or about the anniversary date of the employee's most recent performance salary step increase.

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

Performance salary step increases are provided in accordance with Article 6 Section 2(B) of the MOU and are accomplished by the Department submitting a Payroll/Personnel form and a recommendation from the appointing authority to the Human Resources Department that the employee meets standards for the position and is eligible for step advancement. Performance salary step advancements shall be effective on the first day of the biweekly pay

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

Section 4 Drug Free Work Place

The County and Local 1 agree that they are committed to providing and maintaining a drug free work place in accord with the Drug Free Work Place Act of 1988. It is understood that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and that violation of this provision would subject the employee to disciplinary action. 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. 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 12 REDUCTION IN FORCE

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

A. Policy

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

employee occupied for a period of time after July, 1990 shall be included in the service time in the affected class. This includes probationary time and GAIN sponsored training. Part-time employees shall receive a proportional amount of longevity points based upon the number of hours worked. Less than a full month of service shall be prorated. It does not include service prior to employment, interruptions caused by resignation, dismissal, or transfer to extra-help status or disciplinary actions as defined in 2 below. It does include periods covered by authorized leaves of absences and such service accrued before a previous layoff.

2. Performance/Disciplinary Actions

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

3. Alternate Classes - Classes which are budgeted as alternate classes (e.g. Office Assistant II/I), as stated in the Personnel Allocation Resolution, shall be treated as one class for purposes of determining retention points.

4. Acting Assignments – 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.

5. 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 the County of El Dorado service prior to the most current period of employment); disciplinary actions; Department Head determination. Letters of reprimand will be considered as a tie breaking criteria for up to three years from the date of issuance.

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

D. Layoff Privileges

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

1. Displacing in a Lower Class - An employee affected by layoff may, at his/her discretion, in lieu of layoff, displace an employee in a class previously held by the employee or in succeeding lower classes in the class series who has less retention points. Retention point computation for displacement purposes are made as determined for the original layoff. This is considered a voluntary demotion.

2. Restoration - Restoration shall be in inverse order of layoff. Names of employees with regular civil service status who have been laid off will be placed on an

under the provisions of this Article and subsequently restored in their former classification within a two (2) year period from the date of his/her layoff or voluntary reduction shall receive the following considerations and benefits:

- a) All sick leave credited to the employee's account when laid off shall be restored, unless the employee received compensation for such sick leave at the time of the layoff.
- b) All Retention Points held upon layoff shall be restored.
- c) All prior service shall be credited for the purpose of determining sick leave and vacation earning rates, longevity pay increases, and time in step.
- d) The employee shall be placed on the step of the salary range that was held at the time of the layoff.

8. Meet and Confer - Prior to the actual layoffs, the County's representatives and Local 1 shall, at the request of Local 1 meet and confer over the practical effects of the proposed layoffs.

E. Deviation from Retention Points

The Board of Supervisors may approve deviations from the order of layoff by retention points or demotions in lieu of layoff (bumping) when retention points order alone would result in retaining employees unable to maintain a satisfactory level of performance in the department affected. In such cases, the Department Head shall fully justify and document in writing no later than two (2) weeks prior to submittal to the Board with the reasons therefore. The affected employees shall be provided a written notice of the department's request, reasons therefore and the date the Board of Supervisors shall consider the department's request.

F. Appeal of Layoff

1. Right of Appeal

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

- (b) Human Resources will notify the Chair of the CSC of their desire that a member of the CSC serve as the neutral member of the Layoff Arbitration Panel in lieu of agreement on a third party.
 - (c) The Chair of the CSC shall name a member of the CSC to serve as the neutral member of the Layoff Arbitration Panel and an alternate.
- c. The Layoff Arbitration Panel shall convene and open the hearing within fifteen (15) working days of the initial filing of the appeal. Representatives to the arbitration panel shall be named with primary consideration being given to their availability to meet within the fifteen (15) working day time limit.
- 1. If either or both parties fail to name a representative who can meet within the time limit, the CSC Chair shall name a member(s) of the CSC to service as a 2nd, and if necessary, 3rd neutral in lieu of the failure of either or both parties to provide an available representative.
 - 2. If the Civil Service Commissioner(s) designated, or the alternate, cannot serve within the time limit, the Chair shall designate another Civil Service Commission(s) who can serve within the time limit.

5. Hearing Process

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

6. Decision

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

ARTICLE 13 APPEALS

Section 1 Letters of Reprimand

working days.

If the matter remains unresolved, an employee may utilize the formal grievance procedure or other appropriate process defined by County policy and/or provisions of the Memorandum of Understanding. Designated Local 1 representatives will be provided release time to participate in this process.

D. Scope of Grievances

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

E. Definitions

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

F. Grievance Procedure

written arbitration appeal to the Director of Human Resources within 30 working days of the date of the Director's written response after which the grievance shall be submitted to arbitration for resolution. The decision of the arbitrator is final and binding on all parties, subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.

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

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

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

H. Basic Rules

1. Costs

All costs of arbitration or Civil Service Commission incurred jointly by both parties to the final resolution process shall be borne equally by the parties. Costs incurred separately shall be borne by the party incurring them. Upon expiration of this Memorandum of Understanding, the County shall bear the cost of any grievance heard by the Civil Service Commission. The County and Local 1 shall continue to share equally in the cost incurred jointly by both parties for arbitration heard after the expiration of this Memorandum of Understanding.

2. Time Limits

If a grievant or Local 1 fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level. Time limits may be waived by mutual written consent of the parties.

3. Representation

The grievant may be accompanied by a shop steward or one other County employee of his/her choice at the informal level of this procedure. At the formal and final stages of this grievance procedure, an employee may be represented by a shop steward or person designated by Local 1 unless otherwise agreed upon by Local 1 and Director of Human Resources.

In the event of any work stoppage, during the term of this Memorandum of Understanding, whether by Local 1 or by any member of the bargaining unit, Local 1 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 Local 1 had not otherwise authorized, permitted or encouraged such work stoppage, Local 1 shall not be liable for any damages caused by the violation of this provision. However, the County shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the County shall have the right to seek full legal redress, including damages, as against any such employee.

A. Job Action - Sick Outs

1. Variance from Personnel Rule 1404


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

- a. The Department Heads of the departments specified in the CAO declaration shall require that each employee who is unable to report for duty due to illness or injury that is requesting sick leave shall provide a certificate completed and signed by a licensed physician or other qualified medical professional. This certificate shall show that the physician examined the employee during the period of absence from work, state the date of each examination, describe the physician's diagnosis of the employee's illness or nature and extent of the employee's injury and certify that the physician has recommended that the employee be excused from work for medical reasons, and the specific number of days of the recommended excuse. Such medical verification shall be provided to the Department Head within three (3) working days of the employee's return to work.
- b. The employee shall also provide a sworn affidavit justifying their claim of sick leave. Such affidavit shall be provided to the employee by the Department Head upon their return to work. Each request for sick leave time will be evaluated individually at the time the required documentation is received.
- c. An employee shall not be allowed sick leave credit and shall not be compensated for any period of absence unless he/she has complied with the requirements of this policy and unless the information provided therein and otherwise required of or provided by the employee is deemed to substantiate the claimed illness or injury. The employee may appeal a denial of sick leave through the County's Grievance Procedure.

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

County of El Dorado

El Dorado County Employees Association, Local 1



Jack Hughes, Liebert Cassidy Whitmore
Lead Negotiator for the County of El Dorado



Jere Copeland, Executive Director

Date: 12-22-17

Date: 12/20/17



Tameka Usher, Human Resources Director

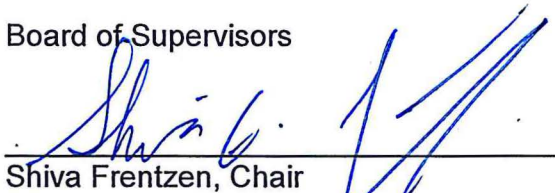


Jeffrey Whitford, President

Date: 12/20/17

Date: 12/20/2017

Board of Supervisors



Shiva Frentzen, Chair

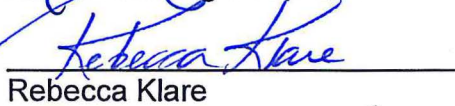


Lisa Blake

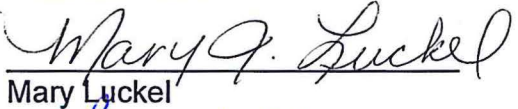


Kristen Jennings-Manners

Date: 12-19-17



Rebecca Klare




Mary Luckel

Deputy Clerk

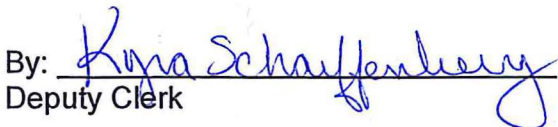
ATTEST: James S. Mitrison
Clerk of the Board of Supervisors



Loren Massaro



Walter Davies

By: 

Deputy Clerk