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MEMORANDUM  
OF  
UNDERSTANDING

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BETWEEN  
THE COUNTY OF EL DORADO  
AND  
OPERATING ENGINEERS  
LOCAL UNION NO. 3  
**CORRECTIONS UNIT**  
January 1, 2009 – June 30, 2010



**MEMORANDUM OF UNDERSTANDING**

**CORRECTIONS UNIT**

**January 1, 2009 – June 30, 2010**

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**CORRECTIONS UNIT  
MEMORANDUM OF UNDERSTANDING**

**ARTICLE 1. TERMS AND CONDITIONS**

Operating Engineers Local No. 3, AFL-CIO (hereinafter referred to as "Union") and representatives of the County of El Dorado (hereinafter referred to as "County") have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the Corrections bargaining unit, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510), and has been jointly prepared by the parties.

This Memorandum of Understanding has been presented by the Union to the employees in the Corrections Unit and has been ratified by said employees, and shall thereafter be presented to the Board of Supervisors, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing January 1, 2009 and ending on Midnight, June 30, 2010. Unless otherwise indicated herein, all provisions shall become effective on the date approved by the Board of Supervisors. Nothing contained herein is intended to be applied retroactively unless expressly indicated below.

This M.O.U. cancels all previous M.O.U.'s and side letters, except for Resolution No. 251-92 providing for a Voluntary Time Off Program. The Compensation Administration Resolution No. 227-84 and Personnel Management Resolution No. 228-84, shall remain in force and effect other than where superseded by specific provisions of this Memorandum.

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

**ARTICLE 2. AUTHORIZED AGENTS AND RECOGNITION**

Section 1. Authorized Agents

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

|   |   |
|---|---|
| <u>County of El Dorado</u>  | <u>Operating Engineers</u>  |
| Director of Human Resources<br>330 Fair Lane<br>Placerville, CA 95667 | Business Representative<br>Operating Engineers<br>Local Union #3<br>3920 Leanne Drive<br>Sacramento, CA 95834 |

The Union 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.

## Section 2. Recognition

- A. County recognition - The Director of Human Resources is the representative of El Dorado County in matters related to employer employee relations.
- B. The Operating Engineers Local Union No. 3, is the exclusively recognized employee organization for the Corrections (CR) Unit.

## **ARTICLE 3. COUNTY RIGHTS**

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

Nothing in this article is intended to alter the post-agreement rights of the respective parties as established by law to meet and confer on changes which would effect the wages, hours, and other terms and conditions of employment, except, however that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

## **ARTICLE 4. UNION RIGHTS**

### Section 1. Payroll Deductions

- A. The Union may have the regular dues, insurance plans and credit union deductions of its members deducted from employees' paychecks under procedures prescribed by the County Auditor/Controller. Dues deductions from employees who are in another bargaining unit will be allowed if there is no objection from the exclusive representative of that bargaining unit. Employees desirous of such deductions must sign and submit an

Employee Payroll Deduction Authorization (PDA) card for each type of deduction. Employees are also entitled to revoke or alter such deductions by filing another signed payroll deduction card with the appropriate instructions affixed thereon. Deductions authorized in the above manner will be accumulated and forwarded on a regular basis to the authorized payees. Nothing herein shall prohibit the County from placing reasonable limits as to the number of payees or deductions per employee for the purpose of efficient administration of the payroll system. All duly authorized PDA's will be processed promptly.

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

- B. The County will provide to the Union a list of new employees hired into regular positions represented by the Union on a monthly basis.
- C. The County shall not be liable to the Union, employees, or any other party by reason of the requirements of this Article for the remittance or payment of any sum other than the constituted actual deductions made from employee's wages earned. The Union shall hold and keep the County harmless against any and all claims, demands, suits, orders judgments or other forms of liability that may arise out of or by reason of action taken by the employer under this Article.

## Section 2. Communications with Employees

The Union shall be allowed by a County department, in which it represents employees, use of available bulletin board space for communications having to do with official organization business. All material posted shall be in good taste and shall not malign the County or its representatives or disrupt the operations of County business.

The union may use the Department electronic mail (e-mail) for Union 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 "Union Information";
- C. All e-mail usage shall be consistent with Departmental policy, the El Dorado County Computer and Network Resource Usage Policies and Standards Guide and the provisions of this MOU.

Such use shall not interfere with the legitimate needs of the department. The designated representative of the Union shall give notice to the department head or his/her designee when contacting departmental employees during the duty period of employees, provided that solicitation for membership or other internal employee organization business shall be conducted only during the non-duty hours of all employees concerned. Non-duty hours are defined as before or after work, lunch periods and rest break periods.

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### Section 3. Use of County Buildings

County buildings and other facilities shall be made available for use of the Union or its representatives during non-duty hours in accordance with such administrative procedures as may be established by the Chief Administrative Officer or department heads concerned.

### Section 4. Duplicating Equipment

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

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

### Section 5. Release Time

County employees who are official representatives of the Union shall be given reasonable time off with pay to attend formal meet and confer sessions, grievance or discipline meetings with management representatives. The Union shall notify the Director of Human Resources of the names and departments of employees who are official representatives of the Union. Such representatives shall notify their supervisors in writing on the first business day after a meeting has been scheduled of the dates of excused absences. This advance notice may be waived by the Director of Human Resources in unusual circumstances. Except by agreement with the Director of Human Resources, the number of employees excused for such meet and confer sessions shall not exceed a total of four (4) in number.

### Section 6. Advance Notice

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

### Section 7 Agency Shop

#### A. Supervisory Employees

1. It is agreed that Union membership is not a mandatory condition of employment for any supervisory employee covered by this Memorandum of Understanding. It is understood



that supervisory employees in the Corrections Unit are free to authorize dues deductions at any time. Any supervisory employee who has a dues deduction authorization on file with the Auditor/Controller's Office on the date this agreement is approved by the Board of Supervisors shall continue to be honored.

2. If supervisory employees in the Corrections Unit have a dues deduction on file, it is understood that the dues will be deducted until the last day of the last full pay period of the calendar month following the transfer of the employee to a unit represented by another recognized employee organization or to a class not contained in a representation unit, whichever occurs first.
3. Supervisory employees in the Corrections Unit are free to discontinue dues deduction at any time by notifying the Payroll section of the Auditor Controller's Office in writing.

#### B. Scope of Coverage

In accordance with Government Code 3502.5(b) a valid election was held to determine if employees in the Corrections Unit favored an Agency Shop Agreement. Pursuant to that election, the County and Operating Engineers Local Union #3 have agreed upon the following Agency Shop Agreement.

#### C. Local #3 Responsibilities

Local #3 agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in the Corrections Bargaining Unit, regardless of whether or not they are members of Local #3. All employees in, and all employees subsequently hired, promoted, demoted or transferred into classifications in the Corrections Bargaining Unit shall as a condition of employment fulfill one of the following:

1. Become and remain a member of Local #3; or
2. Pay to Local #3 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 #3 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 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:

1. United Way
2. Volunteer Center of El Dorado County Volunteer Action Center (South Lake Tahoe)
3. Women's Center, Placerville/South Lake Tahoe
4. Friends of the Library, El Dorado County

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

D. 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 a duration of more than thirty (30) days.

E. Compliance

An employee in, or hired into, a job classification in the Corrections Bargaining Unit represented by Local #3 shall be provided with an Employee Authorization for Payroll Deduction form by Local #3. If the form authorizing payroll deduction for Local #3 dues, fair share fees, initiation fee, or charitable contribution is not returned to Local #3 within thirty (30) calendar days after notice of this fair share and initiation fee, Local #3 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 salary shall be reduced by an amount equal to the fair share and initiation fees, and the County shall pay an equal amount to Local #3.

F. Forfeiture of Deductions

If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Agreement, no such deduction shall be made for that period.

G. Withdrawal from Union

Members shall be able to withdraw their membership by notifying the Union in writing of their desire to withdraw their membership and to become fee payers during the period of May 15-31 of any year. Members may not withdraw from membership at any other time.

H. Advance Notice of Fair Share Fees, Fair Share Fee Explanation and Right to Challenge

No fair share service fee shall be collected from any employee who is not paying dues or a fair share fee until the employee has received written notice from Local #3, which

includes legally adequate information concerning the breakdown of "chargeable" and "non-chargeable" expenses as referenced in Article 4, Section 7.C.2., above. A prompt opportunity, as provided below, shall be established by Local #3 for challenge of the amount of the fee before an impartial arbitrator. An escrow account shall be set up by Local #3, for the amounts in dispute while such challenges are pending. Specifically, such notice shall, at a minimum, include a Fair Share Fee Explanation and Notice of Right to Challenge as follows:

1. An itemization of the expenditures of Local #3 reviewed and signed by an auditor from a certified public accounting firm in detail necessary for an employee to be able to reasonably determine what portion of regular membership dues would be allocated to the cost of negotiation and contract administration as referenced in this Article 4., Section 7.C.2., above.
2. The amount of the fair share service fee. Such fee shall not exceed the proportion of dues calculated as referenced in this Article 4., Section 7.C.2. Employees' request for a breakdown of "chargeable" and "non-chargeable" expenses shall be provided by Local #3.
3. The procedure on how non-members may file a challenge with Local #3 to the amount of the fair share fee. Such procedure shall include an escrow account for the monies reasonably in dispute and a final step of arbitration with a neutral arbitrator. Local #3 shall provide the County with copies of all challenges and arbitration decisions. The County shall not be made a party to any administrative or court proceedings to determine the fair share fee.

I. Failure to Provide Fair Share Fee Explanation and Notice of Right to Challenge

Should Local #3 fail to post the required annual Fair Share Fee Explanation and Notice of Right to Challenge set forth above within sixty (60) days after the end of the Operating Engineers, Local #3 fiscal year, the County shall have the right to give Local #3 two pay periods notice to provide the required notice. If Local #3 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 #3 provides the required notice.

J. Indemnification/Hold Harmless

The authorization for payroll deductions described in this Agreement shall specifically require the employee and Local #3 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 #3 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.

#### K. Financial Report

Local #3, 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 #3, within 60 days after the end of Local #3'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 Local #3'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 Operating Engineers, Local #3'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 #3 with a correct mailing address or who fail to notify Local #3 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 #3 to request such notice.

#### L. Rescind Fair Share Fee

This section 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(d) which reads in pertinent part: "An agency shop provision in a memorandum of understanding which is in effect may be rescinded by a majority vote of all the employees in the unit covered by such memorandum of understanding, provided that: (1) a request for such a vote is supported by a petition containing the signatures of at least 30 percent (30%) of the employees in the unit; (2) the vote is by secret ballot (3) the vote may be taken at any time during the term of such memorandum of understanding, but in no event shall there be more than one vote taken during that term.

### **ARTICLE 5. NON-DISCRIMINATION**

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

### **ARTICLE 6. WAGES AND OTHER RELATED ISSUES**

#### Section 1. Salaries

The County has the non-appealable right to increase compensation for classifications covered by this Agreement.

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## Section 2. Salary Resolution

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

### A. Entrance Salary

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

### B. Salary Step Increases

1. After completion of thirteen (13) biweekly pay periods of satisfactory service at step 1 of the salary range, and upon recommendation of the appointing authority, the employee shall be advanced to the next higher step. If an employee is appointed at a step higher than the first step of the salary range for that classification, the first merit increase shall be after completion of twenty six (26) full pay periods of satisfactory service.
2. After the completion of twenty six (26) biweekly pay periods of satisfactory service in each of the salary steps above step 1, and upon the recommendation of the appointing authority, the employee shall be advanced to the next higher step in the salary range of that classification until the top of the range is reached.
3. All increases shall be effective on the first day of the biweekly pay period following completion of the required period of service.
4. Changes in an employee's salary because of promotion or upward reclassification will set a new anniversary date for that employee. The salary anniversary date for an employee shall not be affected by a transfer, downward reclassification or a demotion. Salary range adjustments for a classification will not set a new salary anniversary date for employees.
5. Provisions of the Resolutions #227 & 228-84 in regard to anniversary dates, pay change dates, etc. shall apply.

### C. Leave Without Pay

Authorized leave without pay shall not extend an employee's date of eligibility for longevity pay increases and vacation accrual rates. Notwithstanding Article 6, Section 2.B.1 and B.2, an employee's eligibility for merit salary step increase shall be extended commensurately for each full pay period an employee is on authorized leave without pay except as provided by law.

D. Salary Status Upon Reemployment

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

**ARTICLE 7. DAYS AND HOURS OF WORK, PREMIUMS AND BONUSES**

Section 1. Work Schedule

- A. The appointing authority shall fix the hours of work with due regard for the convenience of the public and the laws of the State and the County.
- B. The County agrees to assign employees to a regular work schedule; the County may change that schedule at its discretion. The County agrees to give employees a minimum of an eight (8) working day advance notice of work schedule changes.
- C. Employees shall be allowed rest periods of fifteen (15) minutes during each half shift. 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 hours shift, are lost. Rest periods, if not taken, are lost and may not be accumulated to extend lunch hours or to shorten the work day. Neither shall any additional pay accrue to an employee who misses or loses a rest period.
- D. In no case may an employee's work schedule be changed during the work week when the purpose of such change is to avoid overtime compensation, unless agreed to by the employee.
- E. Shift assignments shall be subject to seniority bidding during the months of January, May and September. All shift assignments will be in place at least ten (10) days prior to the start of the new shift.

The Department may deviate from this order of seniority shift assignments:

- 1. during emergencies;
- 2. during the first twelve months of employment with the County in a classification represented by this bargaining unit;

3. when the County needs to alter a shift assignment in order to provide remedial supervision or training;
4. when an individual's shift needs to change, because that individual employee is attending jail operations courses;
5. when the specific assignment of individuals would negatively affect the proper operation of the jail; or
6. in order to comply with the provisions of the Americans With Disabilities Act.

This provision cannot be used for punitive purposes.

- F. For purposes of shift sign-up, seniority of Correctional Officer I and II will be defined as the date of initial appointment as a regular Correctional Officer with El Dorado County. If an employee resigns and is subsequently reemployed under provisions of Article 6, Section 2.D, Salary Status Upon Reemployment, seniority for purposes of shift sign-up shall be the date of reemployment.
- G. Provided advanced approval is obtained from the appropriate supervisor, line staff will be permitted to temporarily exchange shift assignments for educational commitments which meet the requirements in Article 8, Section 1 herein.
- H. If an employee is on restricted duty status (transitional work agreement, limited duty, etc.) at the time shift bidding takes place and has documentation indicating he/she will no longer continue restricted duty status at actual shift change they shall be allowed to sign up under normal bidding procedures.

## Section 2. Overtime

### A. Authorization

The Department Head or his/her designee may require and shall authorize the performance of any overtime work in advance of being worked. If prior authorization is not feasible because of emergency conditions, a confirming authority must be made on the next regular working day.

### B. Definition

Overtime shall be defined as any authorized time worked beyond forty (40) hours in one work week. The designated workweek for a 9/80 alternative work schedule will not correspond to a calendar week. Overtime shall be calculated on a forty (40) hour week as designated by the employee's schedule. "Time worked" shall be defined to be all hours actually worked beyond forty (40) hours in one work week and shall 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 also not be considered as time worked.

C. Compensation.

Overtime shall be compensated at one and one half (1 ½) times the employee's basic hourly rate of pay, or at the employee's request and with the department's approval compensating time off (CTO) may be taken at the rate of one and one half (1 ½) times off for each hour worked in lieu of overtime pay.

D. Accumulation and Use of Compensatory Time Off

The maximum accumulation of Compensating Time Off (CTO) shall be 160 hours.

1. Overtime which is worked will be compensated by either cash or CTO at the employee's option.
2. Upon the request of the employee the County will pay off accumulated CTO time in the 25<sup>th</sup> pay period. It shall be the employee's option to determine whether all or part of the CTO is paid.
3. Use of accumulated CTO shall be a time mutually agreeable to the department head and the employee.
4. Upon termination, any employee with accumulated CTO shall have the CTO paid off in full.

E. Other Provisions

1. In no case may an employee's work schedule be changed during the work week when the purpose of such change is to avoid overtime compensation, unless agreed to by the employee.
2. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods. Compensatory time off taken may be used as part of the established work week to earn fringe benefits and to serve out probationary and merit step increases.

Section 3. On Call Duty Compensation

- A. When warranted and in the interest of the County operation, department heads or their designee may assign employees to "on-call" status.
- B. "On-call Duty" is an assigned duty outside the normal work week assignment during which an employee must remain where he can be contacted by telephone and he is ready for immediate call-back to his department to perform an essential service.

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- C. An employee assigned on-call duty shall be compensated at the rate of \$1.60 per hour for each hour of such duty.

Section 4. Call-Back Compensation

- A. When an employee returns to work because of a department request made after the employee has completed his or her normal work shift and left the work station, the employee shall be credited with two (2) hours plus any hours of work in excess of two (2) hours in which the employee is continuously engaged in work for which he or she was called back.
- B. An employee on on-call duty shall be entitled to the aforementioned two-hour minimum only once during a single on-call period or twice during a weekend on-call period.
- C. There shall be no duplication or pyramiding of rates under this section. No employee shall be compensated for on-call duty and call-back duty simultaneously. Hours worked on call-back duty shall be deducted from the prescribed on-call duty to determine the appropriate on-call pay.
- D. "Call-back" time is overtime and shall be paid in accordance with overtime pay provisions.
- E. The two-hour minimum shall apply only when an employee is required to physically return to work (e.g. leave home or another off duty location) in order to perform required duties. An employee who performs work after regular work hours, but who is not required to leave home, shall be compensated at time and one half pay or compensatory time as per overtime provisions.
- F. Call-back provisions, including the two-hour minimum, shall not apply if an employee is called to work within one hour of their normal starting time. If an employee is called to work within the one hour prior to their normal starting time, they shall be compensated under normal overtime provisions.

Section 5. Tahoe Employment Differential

Employees whose primary work location is in the Tahoe Basin shall receive a total of ninety-two dollars and thirty cents (\$92.30) per biweekly pay period. Employees working 20 hours or less in a week shall receive half of this amount.

Section 6. Longevity Pay

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

|                |                      |
|----------------|----------------------|
| After 10 years | 5% of base salary*   |
| After 15 years | 7.5% of base salary* |
| After 20 years | 10% of base salary*  |

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

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

Base salary is defined as the hourly rate as listed in the Salary Resolution for the employee's classification and step.

#### Section 7. Pay for Work Out of Classification (Acting Pay)

When an employee in a permanent position is required to work in a higher classification for which the compensation is greater than that to which the employee is regularly assigned, the employee shall receive compensation for such work at the rate of pay established for the higher classification pursuant to Section 206 Salary Promotion of El Dorado County Resolution 227-84 commencing on the fifteenth (15th) work day 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. Such authorized position having become vacant due to the temporary or permanent absence of the position's incumbent. A copy of the department head's written approval of this assignment must be submitted to the Director of Human Resources prior to the start of the assignment.
- B. 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.
- C. Employees selected for the assignment is expected to meet the minimum qualifications for the higher classification.
- D. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this agreement.
- E. Higher pay assignments shall not exceed six (6) months except through reauthorization. The Department Head must provide a letter of justification to the Chief Administrative Officer (with a copy to Human Resources) that demonstrates the continued need for the acting assignment. The CAO may re-authorize acting assignments for an additional six (6) months.
- F. If approval is granted for pay for work in a higher classification and the assignment is terminated and later reapproved for the same employee within thirty (30) days, no additional waiting period will be required.
- G. Allowable overtime pay, shift differentials and/or work location differentials will be paid on the basis of the rate of pay for the higher class.

## Section 8. Shift Differential

- A. Any regular employee who is assigned to work and actually works a defined "swing" shift that begins at or after 2 p.m. and prior to 10 p.m. shall receive an additional seventy-five cents (\$0.75) per hour over their regular rate of pay for all hours actually worked and overtime hours actually worked in conjunction with the shift.
- B. Any regular employee who is assigned to work and actually works a defined "graveyard" shift that begins at or after 10 p.m. and prior to 5 a.m. shall receive an additional one dollar (\$1) per hour over their regular rate of pay for all hours actually worked and overtime hours actually worked in conjunction with the shift.
- C. An employee who is assigned to work a 12 hour shift shall receive the shift differential if a majority of the hours worked are within the defined shift above.

## Section 9. Education Incentive

Eligible employees in the Unit shall receive a two-percent (2%) of base salary for possession of an Associate Arts (A.A.) degree from an authorized educational institution.

Eligible employees in the Unit shall receive a total of three percent (3%) of base salary for possession of a four-year college degree (Bachelor of Arts and/or Bachelor of Sciences degree).

The educational incentive is not cumulative and the maximum educational incentive an eligible employee may receive is three percent (3%) (Bachelor's Degree).

## **ARTICLE 8. ALLOWANCES FOR WORK RELATED EXPENDITURES**

### Section 1. Tuition Reimbursement for Accredited Academic Courses

#### A. Employee-Requested Courses

1. Applicability - This Section shall apply only to courses requested by the employee in accordance with the criteria set forth below and submitted on a form to be provided by the County.
2. Requirements for Partial Reimbursement of Tuition:
  - a. The requesting employee must be and have been in a regular full-time position in the County for at least two (2) years prior to the start of the course in question.
  - b. The subject matter of the course must be directly related to the employee's present position or to a position within the normal line of promotion within County service for the employee's current classification.

- c. The employee's attendance at the course will not interfere with his/her normal duties, responsibilities or work hours.
- d. The employee agrees in writing to repay the County, upon termination, any tuition reimbursement received from the County within a twelve (12) month period prior to his/her termination.
- e. Requests for reimbursement shall be submitted to the County and approved prior to the commencement of the course in question.

3. Limitations:

- a. In order for requests to be granted, funds for tuition reimbursement must be available for that purpose in the departmental budget.
- b. Reimbursement shall be available at the rate of fifty percent (50%) of actual costs of the tuition fee (Does not include books, documents, other materials, mileage, travel costs, or other incidental expenses incurred by the employee.)
- c. The County may limit its reimbursement to the actual amount not reimbursed to the employee by some other source if such amount is less than fifty percent (50%) of the tuition fee.
- d. Nothing shall prohibit the County from placing a reasonable dollar limit on tuition reimbursement which may be received by an employee in one fiscal year.
- e. To be eligible for reimbursement, the employee must present satisfactory proof of a final grade of "C" or better for the approved course and of the amount of tuition paid by the employee.

B. County-Required Training

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

Section 2. Mileage Reimbursement

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

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### Section 3. Uniform Allowance

The County agrees to pay a Uniform Allowance of \$700 per year. Personnel covered by this agreement who are required to wear a County prescribed uniform and are required to buy and maintain said uniforms shall receive the \$700 per year, to be paid one-half (½) in Payroll period 1 and one-half (½) in Payroll period 14 of each year.

The department shall supply the following to employees required by the Department to wear such equipment: "Sam Brown" belt, handcuffs, handcuff holder, key holder, hand-held radio holder, handgun and holster, if required, taser holder, OC holder, ammunition or extra magazine holders.

Section 4. Damaged Uniforms and EquipmentAll 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:

#### A. Damage to Uniforms and Privately Owned Safety Equipment

1. Reimbursement - Reimbursement shall be either payment for cost of repairs or the depreciated value of items damaged beyond repair in the line of duty. Cost of repairs not to exceed cost or depreciated value.
2. Value - Value of equipment damaged beyond repair will be computed on the depreciated value at the time of damage. Uniform parts damaged beyond repair in the course of duty will be reimbursed at replacement value.

#### B. Privately Owned Safety Equipment

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

#### C. Replacement Cost

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

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

D. Procedure for Reimbursement-Uniforms and Privately Owned Equipment

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

E. Disposition - Damaged Article

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

F. Repair Invoices 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.

G. Amortization

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

## H. Amortization Table

| <u>Uniform Item</u>   | <u>Use Life</u> |
|---|-----------------|
| Boots   | 36 months       |
| Cap   | 36 months       |
| Coat, Cold Weather  | 48 months       |
| Glasses - Prescription (Original Cost, must use insurance funds if available) | 24 months       |
| Glasses - Sunglasses<br>(Not to exceed \$50)                                  | 24 months       |
| Gloves  | 36 months       |
| Jacket, Lightweight   | 48 months       |
| Jacket, Wool  | 60 months       |
| Shirt, Short Sleeve   | 24 months       |
| Shirt, Long Sleeve  | 24 months       |
| Shirt, Wool Gabardine<br>(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       |
| Utility Uniform   | 24 months       |

### Section 5. Court Pay

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

- A. For the morning court session the employee shall be credited with two (2) hours plus any hours of work in excess of two (2) hours in which the employee's attendance is required.
- B. For the afternoon court session the employee shall be credited with two (2) hours plus any hours of work in excess of two (2) hours in which the employee's attendance is required.
- C. Court time shall be considered overtime and shall be paid in accordance with overtime provisions.
- D. Court recesses for lunch shall be considered an unpaid lunch period for the employee.

### Section 6. Special Skills Pay

Pay for use of bilingual skills will be fifty dollars (\$50) per pay period. In order to be eligible for bilingual pay the unit member must:

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- A. be certified by the County 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 a language proficiency acceptable to the department head (including American Sign Language), as certified in writing to the Director of Human Resources. Written authorizations shall be reviewed and renewed annually.

#### Section 7. Jail Training Officer Pay

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

Required qualifications and assignment as a Jail Training Officer and assignment of new Correctional Officers to Jail Training Officers shall be made at the sole discretion of the Sheriff. The duties and responsibilities of Jail Training Officers and the activities that constitute "jail training" shall also be at the sole discretion of the Sheriff. When such assignment is terminated at the discretion of the Sheriff, and the employee is no longer entitled to Jail Training Officer Pay, such loss of Jail Training Officer Pay shall not be considered a "punitive action" under the Public Safety Officer Procedural Bill of Rights Act (Government Code Section 3300 et. seq.), nor a loss of pay under "due process", and is not subject to appeal or grievance.

#### Section 8. Ammunition

Each Correctional Officer required to carry a handgun shall be entitled to draw 120 rounds of .40 caliber or .45 caliber target ammunition per month on a non-cumulative basis. Expended cartridge cases shall be returned to the El Dorado County Sheriff each month and before the issuance of the next month's allotment. Said ammunition shall be expended for training purposes according to a training program directed by department policy. This procedure is dependent upon acquisition of free ammunition by the County in sufficient amounts to cover the obligation herein.

### **ARTICLE 9. EMPLOYEE BENEFITS AND RETIREMENT**

#### Section 1. Medical/Dental

##### A. Contributions

Effective July 9, 2005, the County will implement an 80% County – 20% Employee cost sharing, as applied towards the cost of the County-sponsored medical/dental plan.



The County Health Plan contribution rates for 2009/2010 County Health Plan year are as follows:

|                                  | <u>County Contributions</u> | <u>Employee Payroll Deductions</u> |
|----------------------------------|-----------------------------|------------------------------------|
| <u>Employee Only</u>             | <u>\$266.40</u>             | <u>\$66.60</u>                     |
| <u>Employee Plus One</u>         | <u>\$498.40</u>             | <u>\$124.60</u>                    |
| <u>Employee Plus Two or more</u> | <u>\$678.40</u>             | <u>\$169.60</u>                    |

At the request of Operating Engineers Local No 3, the two tier plan for the Operating Engineers Local No 3 Health Plan will be changed from a two tier plan of employee only and employee plus one or more, to a new three tier plan of employee only, employee plus one, and employee plus two or more. The OE3 health plan offers members two options Plan A and Plan B (Kaiser). The OE3 Health Plan pays their premium amounts based on 24 pay periods whereas the County plan is collected over 26 pay periods. The County contribution levels to the OE3 plan are outlined below. The County will contribute actual cost of the OE3 health plans, but not to exceed the County contribution for County health plans effective the first full pay period after approval by the Board of Supervisors. The current contributions are indicated below as follows:

The County will contribute to the OE3 Health Plan A for Fiscal Year 2009/2010 only as follows:

|                                  | <u>County Contributions</u> | <u>Employee Payroll Deductions</u> |
|----------------------------------|-----------------------------|------------------------------------|
| <u>Employee Only</u>             | <u>\$288.60</u>             | <u>\$58.40</u>                     |
| <u>Employee Plus One</u>         | <u>\$539.93</u>             | <u>\$153.57</u>                    |
| <u>Employee Plus Two or more</u> | <u>\$734.93</u>             | <u>\$201.07</u>                    |

The County will contribute to the OE3 Health Plan B (Kaiser) for Fiscal Year 2009/2010 only as follows:

|                                  | <u>County Contributions</u> | <u>Employee Payroll Deductions</u> |
|----------------------------------|-----------------------------|------------------------------------|
| <u>Employee Only</u>             | <u>\$275.50</u>             | <u>\$ _____</u>                    |
| <u>Employee Plus One</u>         | <u>\$539.93</u>             | <u>\$11.07</u>                     |
| <u>Employee Plus Two or more</u> | <u>\$712.00</u>             | <u>\$ _____</u>                    |

The employee will continue to pay the employee's regular biweekly contribution in future health plan years, as outlined in paragraph one above, to pay the total increased cost of the Plan rate.

For purposes of this section, a full-time employee is defined as an employee in an allocated position whose regular work schedule on an ongoing basis is 80 hours of work in each pay period; a part-time employee is defined as an employee who is in an allocated position and whose regular work schedule on an ongoing basis is less than 80 hours of work in a pay period.

In order to be eligible for County contribution, 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, for at least 16 hours in a biweekly pay period; a part-time employee must be in pay status for at least 12 hours in a biweekly pay period. An employee who is receiving Workers Compensation, temporary disability, shall be eligible for continuation of the County's contribution until such time as eligibility for Workers Compensation, temporary disability, ceases.

An employee who is not receiving pay for the minimum number of hours stated above and who ceases to be eligible for County Contributions must pay directly to the Auditor's office the full amount of employee and County contribution in order to retain benefit coverage under the County-sponsored Health/Dental benefit plan.

#### B. Part-time Employees

A part-time employee 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 prorata basis according to the following schedule.

1. The County shall pay the full County contribution to the health/dental costs as specified in 1.A. above for a part-time employee whose regular work schedule as documented on the payroll personnel form is between 64 to 79 hours per pay period on an ongoing basis; the Employee Contribution will be automatically deducted from the biweekly pay check.
2. The County shall pay 75% of the County contribution to the health/dental costs as specified in 1.A. above for a part-time employee whose regular work schedule as documented on the payroll personnel form is 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 specified in 1.A. above for a part-time employee whose regular work schedule as documented on the payroll personnel form is 32 to 39 hours per pay period on an ongoing basis; the remaining 50% of the County Contribution plus the Employee Contribution will be automatically deducted from the biweekly pay check.
4. Part-time employees whose regular work schedule is less than 32 hours per pay period shall not be eligible for participation in the County health/dental insurance program.

A part-time employee may work additional or fewer hours than the employee's "ongoing" work schedule without changing the prorata contribution. The prorata contribution level may only be changed by amending the Payroll Personnel Form which documents the change to the ongoing work schedule. An employee who believes the employee's regular ongoing work schedule has been modified, can

submit a written request to the department head to formally change the ongoing work schedule.

C. Enrollment

1. Corrections Unit employees may choose the County sponsored Plan or Operating Engineers Local 3 Plan. Employees may enroll themselves and their eligible dependents in accordance with the provision of the Plan. Employees may opt not to be covered by the County sponsored medical/dental plan or the Operating Engineers Local 3 Plan as allowed by law. In such case, neither the County nor the employee shall be required to make the contributions specified above.
2. Open Enrollment – Open enrollment periods will occur in June of each year with changes taking place in July of each year.
3. The County shall offer at least one County-sponsored Plan with no pre-existing condition exclusions during each such Open Enrollment period.

D. Terms & Conditions

1. County sponsored medical/dental plan coverage starts the first day of employment and ends the last day of employment. Retirees, at their own expense, may continue to be enrolled in the County sponsored plan or may be eligible for contributions pursuant to Article 9, Section 9.D. 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. Effective the first full pay period after approval by the Board of Supervisors of this MOU all newly hired employees will not be eligible for retiree health plan benefits.
2. The parties agree that the County Medical/Dental Plan is a Defined Benefit Plan, and that the County is required to provide the specified benefits during the term of this M.O.U. regardless of the level of contribution by the County and its employees.
3. The County agrees to maintain the IRC 125 Plan for employees in the Operating Engineers Health Plan in order to provide the tax advantages to the employees in that Plan for the premiums that they pay.
4. For employees in the County Medical/Dental Plan, the County shall improve the employee physical exam benefit to \$150 and shall extend this benefit to the employee's spouse.

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

An employee who is a member of the United States reserve armed forces or the National Guard and is called to or volunteers for active military duty in response to a call-up by the President of the United States as provided for by law, shall continue to be eligible for

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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 Board Resolution, currently eighteen (18) months per occurrence from the date the employee commences an approved military leave of absence. Such continuation of coverage is contingent upon being allowed under the respective health care plan of the employee.

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

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

#### Section 2. Life Insurance

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

#### Section 3. Vision Care

The County will maintain a vision care component for employees who are enrolled in a County Medical/Dental plan.

#### Section 4. Salary Continuation/Workers' Compensation Leave

Employees in the Corrections Unit shall not be entitled to, nor receive the benefits associated with Labor Code Section 4850.

- A. Salary Continuation/Workers' Compensation Leave Eligibility. When an employee is absent from duty because of disability caused by illness or injury arising out of, and in the course of employment with the County that has been declared to be compensable under the Workers' Compensation Law.
- B. Benefit. Employees determined eligible in accordance with Section 4.A. above, shall receive their full salary, in lieu of temporary disability payments, for the term of the temporary disability, but not to exceed a period of 180 calendar days, or until such earlier

date as the employee is retired upon a retirement allowance. Full salary is defined as payment for all regularly scheduled hours of work in a pay period, including those differentials associated with scheduled hours, such as Longevity Pay and Tahoe Differential. Excluded from this payment would be those pays associated with actual work during a pay period, such as Shift Differential, Bilingual Pay and Overtime.

- C. Procedure. Salary Continuation/Workers' Compensation Leave shall commence from the first day's absence. Payment of this benefit will be contingent on the County's acceptance of the injury or illness as compensable under Worker's Compensation Law. This benefit shall be provided in accordance with State law and schedules. Upon expiration of the benefit provided for in this Section 4, eligible employees would be eligible for the benefits provided for under Workers' Compensation, State Disability and/or Long Term Disability.

#### Section 5. State Disability Insurance

The County shall allow employees to integrate their sick leave and/or vacation benefits with their SDI coverage to provide up to 100% of the employee gross base salary. The individual employee shall pay the cost of State Disability Insurance.

#### Section 6. Long Term Disability

The County shall provide a Long Term Disability Insurance Plan. Effective January 1998, the County Long Term Disability benefit shall increase to a maximum of \$3,000/month for eligible employees.

#### Section 7. Plan Documents or Contracts Controlling

While mention may be made in this Memorandum of various benefits and provisions of benefit programs, specific details of benefits provided under the County Health/Dental Plan, Life, Worker's Compensation and Long-Term Disability Programs shall be governed solely by the various plan documents or insurance contracts and/or policies maintained by the County.

#### Section 8. Employee Assistance Program

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

#### Section 9. Retirement Issues

- A. The County will pay a total of nine percent (9%) of each employees PERS contribution.
- B. New Employee PERS Contributions - Notwithstanding Section 9.A above, new employees hired on or after the first full pay period in July 2004, shall pay the full 9.0% employee share of PERS contribution for the first twenty-six (26) pay periods of continuous County service. At the expiration of twenty-six (26) pay periods of employment, the County will pay 3.5% of the employee's contribution to PERS from the twenty-seventh (27th) to fifty-second (52nd) pay period of continuous County service. Beginning with the fifty-third

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(53rd) pay period of continuous County service, the County will pay 9.0% of the employee's PERS contribution.

- C. Effective June 2003, the County amended its contract with PERS to provide "3% @ 50, Highest One-Year" Safety Retirement.
- D. Section 59 Survivors Benefits - The County will provide Level 4 Section 1959 Survivor benefits pursuant to Government Code 21382.5. Each employee shall contribute the employee's contribution as required by PERS.
- E. PERS 414(h) (2) Pickup - The County agrees to continue the provisions contained in Section 414 (h) (2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions to PERS.
- F. Retiree Health Contribution - Subject to the provisions of the Retiree Health Benefits Contribution Plan Document, an employee who retires from County service and who has attained a cumulative total completed years of service (excluding extra help service and provisional) with El Dorado County as specified below, shall be entitled to the percentage monthly contribution of the "employee only" Blue Shield rate toward a County-Sponsored Health Plan as follows:

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

Part-time 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.

The Operating Engineers Trust Fund Plan shall be treated as if it were an Alternate County sponsored Health Plan for purpose of County contribution specified in the Retiree Health Benefits Contribution Plan Document and the provisions of this Section.

This section F above titled retiree health insurance, whether for the County retiree health plan or the Operating Engineers Trust fund Plan, as stated above shall be discontinued for all newly hired employees effective no later than the first full pay period with upon approval by the Board of Supervisors.

## **ARTICLE 10. PAID LEAVES**

### **Section 1. Holidays**

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

1. January 1 - New Year's Day

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2. January (Third Monday) - Martin Luther King Jr.'s Birthday
3. February (Second Monday) -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, effective 1985.)
13. December 25 - Christmas Day

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

- B. If a holiday falls on a Sunday, the following Monday shall be observed as the holiday in lieu thereof. If a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday in lieu thereof. In years in which December 24th falls on a Sunday, the County shall also observe December 26th as a holiday (Tuesday). In years in which December 25th falls on a Saturday, the County shall also observe December 23 as a holiday (Thursday). 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.
- C. Regular employees shall be entitled to take all authorized holidays at their base pay, including longevity, not to exceed (8) hours for any one (1) day, provided they are in a pay status on both their regularly scheduled work days immediately preceding and following the holiday. Part time employees shall be entitled to holiday pay in proportion to the percentage of full time hours worked during the biweekly pay period which includes a holiday.
- D. Employees in assignments, which are part of 24-hour coverage, shall receive holiday pay at the straight time rate for thirteen (13) eight (8) hour holidays per year prorated equally over twenty-six (26) pay periods. No other observance shall be recognized by the County. Employees transferring between 24-hour coverage shifts and non-24-hour coverage shifts shall have their holiday allowance computed and conversion approved by the County Administrative Office and the Auditor's Office at the time of such transfer.

Employees must be in paid status in the pay period in order to receive this prorated holiday pay.

## Section 2. Vacation

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

### A. Accumulation Earned

1. Under four years employment: .03875 per hour on pay status (3.1 hours earned per full pay period paid.)

Maximum accumulation of 240 hours.

2. Between the fourth & eleventh years: .05875 per hour on pay status (4.7 hours earned per full pay period paid).

Maximum accumulation of 320 hours.

3. Over eleven years: .0775 per hour on pay status (6.2 hours earned per full pay period paid).

Maximum accumulation of 320 hours.

### B. Limitations

1. Employees covered by this agreement will be eligible to use accrued vacation after completion of thirteen (13) biweekly pay periods of continuous service with the County.
2. Extra-help, CETA or other employment time may not count toward the required continuous service for vacation benefits.
3. At the time of termination an employee shall be paid off for all unused accumulated vacation hours.

## Section 3. Sick Leave

### A. Accrual

Every regular employee shall accumulate sick leave at the rate of .04625 per hour on a pay status, calculated on the basis of actual service (3.7 hours earned per full pay period paid). There is no maximum accumulation.

### B. Eligibility



Employees covered by this agreement will be eligible to use sick leave with pay after completion of two (2) full biweekly pay periods of continuous service with El Dorado County.

C. Verification

Employees are required to notify their supervisor as soon as possible of their absence due to illness or injury. A department, depending on its internal record keeping, may require an employee upon returning after an absence due to illness or injury, to fill out a sick leave request form or record of sick leave use.

1. If an employee who has taken sick leave is suspected of abuse, the Department may institute an investigation. Based upon the results of that investigation, appropriate action will be taken.
2. If a unit member is believed to be an excessive user of sick leave, or if his/her use of sick leave is suspect, the Department may require a physician's letter or other acceptable substitute before authorizing future sick leave usage. Examples of excessive use of sick leave include but are not limited to:
  - a. Documented abuse;
  - b. In excess of eight (8) individual uses of sick leave, including use of family sick leave, in a twelve (12) month period;
  - c. More than four uses of sick leave in conjunction with days off in a twelve (12) month period.
3. In cases where a doctor's letter is required by the Department, the need for such letters will not exceed a twelve (12) consecutive month period to be determined on a case-by-case basis.

D. Usage

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

1. The employee's illness, injury, or exposure to contagious disease that incapacitates him/her from performance of duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from by a licensed physician.
2. The employee's receipt of required medical, dental or optical care or consultation.

3. Employees shall integrate their sick leave with their worker's compensation, temporary disability, SDI, Paid Family Leave or LTD in order to receive 100% of the employee's gross base salary.
4. The employee's attendance on a member of the immediate family, as defined by the FMLA/CFRA and/or a registered domestic partner, who is ill .
5. The employee's preparation and for or attendance at the funeral of a member of the immediate family (Family Illness Leave).

For the purpose of this provision, immediate family means: parent, spouse, son, daughter, sibling, mother-in-law, father-in-law, grandparents and grandchildren by blood or marriage, or a registered domestic partner, sick leave use and suspected abuse shall be subject to the provisions of 14.C above. Family Sick Leave use and suspected abuse shall be subject to the provisions of 14.C. above.

#### E. Incapacity to Perform Duties

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

#### F. Payment for Unused Sick Leave

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

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

G. Retirees Conversion of Sick Leave to Health Insurance Premium

An employee who is retiring under the PERS system may, at his/her option, in lieu of F. Payment for Unused Sick Leave (above) receive the equivalent value of that benefit in paid health plan premiums. Employees shall be responsible for whatever taxes as are appropriate for this benefit.

Section 4. Catastrophic Leave

A. Donation of Vacation or Compensatory Time Directly to Another Employee

An employee may donate in eight (8) hour increments his/her accumulated vacation time, compensatory time or Integrated Leave (ILP) to another employee who has exhausted their sick leave and vacation leave due to an extended or catastrophic illness. Such donation shall be on a form prescribed by the County Auditor. The hours donated will be deducted from the donating employee's accumulated balance and credited to the accumulation vacation account of the employee receiving the donation. The accepting employee shall be responsible for payment of any applicable taxes. County shall withhold any amounts authorized or required by law.

B. Donation of Vacation or Compensatory Time to Leave Bank

An employee may request in writing that a specified number of hours of accrued vacation or compensatory time may be transferred from his/her account to the Leave Bank. Donation periods will be held twice a year during the months of January and July.

The minimum number of hours that may be transferred is eight (8) hours. Any hours transferred from an employee's account to the "Bank" may not be returned or restored to that employee. This section, however, does not prevent an employee from receiving leave from the "Bank".

An employee who is about to exhaust all his/her accrued leave may request, in writing to the Director of Human Resources, that a specified number of hours be transferred from the Leave Bank to his/her own account. The request should include, at a minimum:

1. The employee's name.
2. A description of the need and the expected duration.

An employee may not receive leave from the "Bank" until all of his/her sick leave, vacation and compensatory time hours have been exhausted.

An employee who receives leave from this "Bank" is entitled to pay at his/her own rate of pay.

Upon receipt of a request for leave, the Director of Human Resources shall notify the Union. A Committee made up of two (2) appointees of the Union and two (2) appointees of the County shall meet to review the request. The Committee may approve or deny transfer of a specified number of hours from the "Bank" to the account of any employee

whom the Committee determines is eligible to receive such leave. Three affirmative votes will be required to approve a request.

The decision of the Committee concerning the approval of leave usage is final and is not subject to the grievance procedure.

The Committee may review the status of any leave granted to an employee and determine whether or not there is a continuing need for the granted leave.

The Committee shall not grant any hours of leave from the "Bank" after:

1. The need ceases to exist; or
2. The employee who is receiving the leave resigns or his/her employment with the appointing authority is terminated.

Any leave that the employee received from the "Bank" which was not used or upon resignation or termination of the employee must be returned to the "Bank".

## **ARTICLE 11. PERSONNEL PRACTICES**

### **Section 1. Probation Periods**

#### **A. Initial Probationary Period**

Probationary 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 position. Correctional Officer I and II, shall undergo a probationary period of twenty-six (26) biweekly pay periods. Newly hired Correctional Officer II promoted after at least twenty-six (26) pay periods as a Correctional Officer I for the County of El Dorado, shall undergo a probationary period of thirteen (13) pay periods. Employees in the classification of Correctional Sergeant shall serve a probationary period of twenty-six (26) pay periods.

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

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.

B. Laid-Off Employees

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

C. Rejection During Initial Probation

The appointing authority may terminate (reject) a probationary employee at any time during the probationary period without the right of appeal in any manner and without recourse to either the Grievance or Appeal Procedure; except when the employee alleges and substantiates in writing that the termination was due to political or religious or union activities, race, color, national origin, sex, age, handicap or sexual orientation, or otherwise provided by law. Appeals on this basis shall be processed through the County's Discrimination Complaint Procedure. The appointing authority shall notify the employee in writing that he/she is rejected during probation. No reasons for the action are necessary.

D. Rejection During Secondary Probation

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

Section 2. Performance Evaluation

- A. An employee shall be evaluated by the first-level supervisor above the employee annually. Probationary employees shall receive evaluations every thirteen (13) weeks until completion of their probationary period with the final probationary evaluation due two (2) weeks before the scheduled completion of the probationary period. The evaluation, as prepared by the first level supervisor, shall be reviewed by that supervisor's superior up to and including the department head.
- B. Evaluations will be based primarily on observation by the evaluator of the employee in their performance of his/her duties.

- C. An employee will be informed at least 24 hours in advance of a meeting with his/her supervisor to discuss the employee's evaluation and to put the evaluation in writing on the evaluation form.
- D. The employee shall be informed of his/her right to prepare and have attached to the evaluation any written comments that the employee wishes to make.
- E. 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.
- F. 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 his/her evaluator. Evaluations that are unsigned due to the employee's refusal to discuss or sign the evaluation shall be placed in the employee's file with the signed comment by the supervisor indicating that the employee refused to sign.
- G. The employee will be given a copy of his/her completed evaluation form after it has been reviewed by the Department of Human Resources.
- H. 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 F above.

### Section 3. Safety Reporting Procedure

#### A. Purpose

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

#### B. Procedure

1. When an employee believes that an unsafe condition exists, the employee shall immediately bring the matter to the attention of the supervisor. If the supervisor does not take immediate steps to remedy the unsafe condition, the employee may file a written "safety" complaint with the supervisor.
2. The supervisor will respond in writing to the complaint within two (2) working days of the time the written complaint is filed.
3. If the written response of the supervisor is unsatisfactory, the employee may present the complaint to the department head or designee within two (2) working days. The department head or designee will review the alleged unsafe condition

and will make the final decision on the complaint within two (2) working days of receiving the complaint.

Copies of the safety complaint and the responses at all levels will be provided to the IIPP committee.

The substantive decision of the supervisor or the department head is not grievable under Article 14 of the MOU. However, failure to adhere to this procedure is grievable under Article 14 of the MOU.

#### Section 4. Promotional Examinations

The County agrees that all promotional exams will be posted for a minimum of twenty (20) days prior to the giving of the examination. There shall be no former member of the El Dorado County Sheriff's Department on the oral board.

Seniority points shall not be added to promotional exams.

#### Section 5. Correctional Officer Training

The County agrees that all Correctional Officers I shall be sent to a Jail Operations Course within one (1) year of hire.

#### Section 6. Drug Free Work Place

The County and Union agree that they are committed to providing and maintaining a drug free work place in accord with the Drug Free Work Place Act of 1988. It is understood that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in work place and that violation of this provision would subject the employee to disciplinary action. It is also agreed that every reasonable effort will be made to inform employees about the dangers of drug abuse in the work place, the availability of any counseling or rehabilitation, as well as the Employee Assistance Program, and that disciplinary action may be imposed upon employees for drug abuse violations occurring in the work place or affecting work performance.

#### Section 7. Hepatitis B Inoculations

The County shall provide Hepatitis B inoculations to all existing and newly hired members of this bargaining unit.

#### Section 8. Closure of County Buildings Policy

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

- B. Employees whose buildings have been temporarily closed may be re-assigned to work sites in the same geographic area.
- C. Regular County employees directed to not report to work or who are sent home from work due to the closure of their work site, shall receive their regular pay for that scheduled shift.
- D. 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.
- E. Notwithstanding Article 10, Section 1., during a temporary closure of County buildings, those regular employees who are still required to work as part of essential services, as defined by the County Administrative Officer, would receive compensation at the overtime rate of time and one half for those hours actually worked during designated closure.
- F. Those employees who are on scheduled vacation or sick leave for that day(s) would also have the day(s) treated as a "holiday" and would not have their accrued leave balances charged.
- G. Should the closure of a County facility last longer than five (5) working days the County reserves the right to reassign employees outside their geographical area. In the event of 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 provided time and compensation for their commute.
- H. Geographical area is generally defined as:
  1. Tahoe Basin
  2. Western Slope

Section 9. Concealed Weapons Permit Fees

Employees in the Corrections Unit who are eligible and approved for a Concealed Weapons Permit through the El Dorado County Sheriff's Office will not be required to pay any fees charged by the El Dorado County Sheriff's Office. The permit will be for four (4) years provided the employee has met the Penal Code 832 requirements consistent with State law.

Section 10. Special Assignments

Assignments within a specific job classification will be made consistent with Department Policy Manual Section 1005, "Selection Policy".

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## Section 11. Policy

The parties acknowledge that the Sheriff maintains a policy concerning administrative investigations, that is subject to change at the sole discretion of the Sheriff and such change shall not be subject to appeal or the grievance procedure.

## **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.  
Section 1. Policy

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

### 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 Department of Human Resources, with the assistance of the affected department, determines the individuals to be laid off for the initial classification in which a layoff is to occur and for succeeding lower level if displacement by bumping (demoting in lieu of layoff) is anticipated in accordance with this Article according to retention points. A list of the classifications deleted along with the names and total retention points of employees in those classes shall be posted in the affected department and a copy mailed to the Union's current address. It is the department head's responsibility to insure posting.
- B. Layoffs and displacements are made within the department involved and are not County-wide.
- 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 Department of Human Resources. Notice will be served or mailed no later than thirty (30) calendar days prior to the effective date of separation. The thirty (30) calendar days shall include the effective date and the date served. Notice shall be deemed served upon the postmarking and logging of the certified letter by the County's mailroom or upon personal serving of the notice to the individual.

- 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 Department of Human Resources that they will be exercising their displacement rights.

### Section 3. Order of Layoffs

- 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 department head shall make the determination of which employee shall be retained. Any required reduction in the number of employees shall be in the following order within the same classification:
1. Extra-help,
  2. Probationary employees serving an initial probationary period,
  3. Regular permanent full-time and part-time employees.
- B. A full time employee shall receive one half (½) point for each full month of continuous service as a regular County employee in his classification and higher classifications, including probationary time but excluding time as extra-help, SETA or contract employment. Part time employees shall receive a proportional amount of longevity points. Less than a full month of service shall be prorated. It does not include service prior to employment interruptions caused by resignation, dismissal, or transfer to extra-help status. It does include periods covered by authorized leaves of absences and such service accrued before a previous layoff.
- C. 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 his/her discretion, in lieu of layoff, displace an employee in a class previously held by the employee. Retention point computation for displacement purposes are made as determined for the original layoff. This is considered a voluntary demotion.
- B. Layoff Eligible List  
Reemployment 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 Personnel Office. Three refusals to accept reemployment from a departmental layoff list (or re-promotion list) will remove the eligible individual's name from that list unless the offer of reemployment 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 reemployment must respond within ten (10) working days from the mailing date. Offers of reemployment shall be sent by first class mail to the last address on file in the Department of Human Resources. It is the employee's responsibility to insure that a current address is provided to the County Department of Human Resources.

C. Transfer and Demotion

Employees to be laid off may be permitted to transfer or demote at the discretion of the appropriate department head(s) prior to the layoff effective date. Transfer or demotion may be made to any funded vacant position where the duties of which, in the judgment of the department head and Director of Human Resources, they are capable of performing.

However, transfer will not be permitted to a position in another County department if a departmental layoff list exists for that class. When an employee transfers or demotes in accord with provisions of this Article and is required by the department head to complete a new probationary period, which results in his rejection during probation, he shall not be required to forfeit his status on any layoff list.

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, he/she may, upon request, receive payment for those benefits normally given to terminated employees.

E. Employment Interviews

Department heads who 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 Restoration

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

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, longevity pay increases, 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 Union shall, at the request of the Union, 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 department head shall fully justify and document the reasons therefore. The affected employees shall be provided a written notice of the department's request, reasons therefore and the date the Board of Supervisors shall consider the department's request.

Section 6. Appeal of Layoff

A. Right of Appeal

1. Permanent employees receiving a notice of layoff shall have the right to appeal only whether or not there was compliance with the procedures prescribed in the Reduction In Force Article.
2. The right of appeal is limited to the scope and process provided in this section, "Appeal of Layoff".
3. 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.
4. Probationary, Provisional, Temporary and Extra Help employees have no right of appeal of a notice of layoff. Questions and disputes regarding permanent status shall be determined by the Civil Service Commission in accordance with their rules, regulations and procedures.

B. Notice and Timing of Appeal

1. Appeals shall be filed in writing with the Director of Human Resources.
2. Appeals shall be filed within five (5) working days after the date of service of the notice of layoff as provided in Sub-section B.3.

3. The notice of appeal shall state the employee's reasons for the appeal consistent with Sub-section F.1.

C. Responsibilities of the Director of Human Resources

1. The Director of Human Resources shall within three (3) working days of receipt of an appeal forward a copy of the appeal to the Union.
2. The Director of Human Resources shall within three (3) working days of receipt of an appeal, determine which employees, if any, will be adversely affected in the appeal is successful and notify all employees potentially adversely affected of the appeal.

D. Layoff Arbitration Panel

A tripartite Layoff Arbitration Panel shall be appointed to hear all appeals having the same effective date for layoff.

1. Appeals shall be heard by a tripartite panel consisting of:
  - a. A representative designated by the County Director of Human Resources.
  - b. A representative designated by the Union.
  - c. A neutral member selected in accordance with paragraph F.4.b.
2. The neutral Layoff Arbitration Panel member shall be chosen by:
  - a. Mutual agreement between the County and Union or their designated representatives within five (5) working days of notification to the Union of an appeal.
  - b. If the County and the Union fail to name a neutral arbitration panel member within five (5) working days of notification to the Union of the appeal, a member of the Civil Service Commission (CSC) shall serve as the neutral third member of the arbitration panel.
    - (1) Either party may notify the Chair of the CSC of their inability to agree on a neutral;
    - (2) Either party may notify the Chair of the CSC of their desire that a member of the CSC serve as the neutral member of the Layoff Arbitration panel in lieu of agreement on a third party.

- (3) 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.
3. 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.
  - a. If either or both party(s) fails to name a representative who can meet within the time limit the CSC Chair shall name a member(s) of the CSC to serve as a second and if necessary third neutral in lieu of the failure of either or both parties to provide an available representative.
  - b. If the Civil Service Commissioner(s), designated or the alternate, cannot serve within the time limit the Chair shall designate another Civil Service Commissioner(s) who can serve within the time limit.

#### E. Hearing Process

1. 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.
2. The neutral member shall serve as Chair of the Layoff Arbitration Panel.
3. The hearing shall be conducted in accordance with standard administrative hearing procedures. The Formal Rules of Evidence shall not apply.
4. 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.

#### F. Decision

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

### **ARTICLE 13.APPEALS**

#### Section 1. Appeals of Disciplinary Actions

OE3 Corrections MOU January 1, 2009 - June 30, 2010

An employee in this unit, having obtained permanent status in the County's Civil Service System, shall have the right to appeal a termination, demotion in class or salary step or suspension without pay. Such appeal shall be in accordance with the provisions of County Resolution No. 228-84, Section 207 and Section 11, except that when such discipline consists of a suspension without pay for a period of forty (40) hours or less as described in Section 207 (d), the notice and hearing requirements (Skelly) described in Section 1107-1108 will be complied with prior to the imposition of discipline.

## Section 2. Administrative Appeal

Employees of this unit are "Public Officers" as defined in Penal Code Section 831.5, and are not entitled to the protections provided by the Peace Officers Procedure Bill of Rights (Government Code Section 3300 et. seq.); however, through this Agreement, the County provides similar rights as specified below.

As regards alleged "punitive actions" in the nature of terminations, demotions in class or salary step, and suspensions without pay only, the right to appeal such discipline to the Civil Service Commission as provided for in the foregoing section is agreed to constitute the "administrative appeal" required by Government Code Section 3300 et. seq.

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

- A. Within ten (10) working days from the effective date of such punitive action, the employee must submit in writing a Notice of Appeal to the Sheriff or designee acting in the capacity of Administrative Appeal Officer, together with any and all documents supporting the employee's appeal including statements from any witnesses. Failure to submit a Notice of Appeal to the Sheriff or designee within the time period prescribed shall constitute an absolute waiver of the right to an "administrative appeal" pursuant to Government Code Section 3300 et. seq.
- B. The Sheriff or his/her designee must respond in writing to the Notice of Appeal within twenty (20) working days following submission. No hearing is required to be held and the or designee may respond to the appeal solely on the materials and documents provided by the appealing employee and by the department.
- C. The Sheriff or designee, acting as the Administrative Appeal Officer, shall have the power to amend, modify, rescind, or uphold, in whole or any part thereof, the claimed punitive action of the department or authority imposing discipline.
- D. The "administrative appeal" provided for herein need not be completed prior to the implementation of the alleged "punitive action".
- E. With respect to appeal rights governing written reprimands, the decision of the Sheriff or designee is final and binding. Nothing in this section confers upon the employee the right

to challenge the decision of the Sheriff or designee in any other formal, informal or administrative proceeding.

## **ARTICLE 14. 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 employees.

### **Section 2. Scope of Grievances**

A. A grievance is a claimed violation, misapplication or misinterpretation of the provisions of a Resolution or employee protections contained in ordinances, resolutions, personnel rules or written policies, adversely affecting an employee's wages, hours or conditions of employment.

B. Exclusions

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 Memorandum of Understanding 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 Appeal Procedure.

C. Definitions:

1. Grievant - A grievant is (1) an employee in the unit who is filing a grievance as defined herein or (2) if two or more employees have essentially the same grievance, they may submit their combined grievances as one grievant, or by OE 3 as the grieving party.
2. Day - Shall mean day(s) in which the County's main administration office is open for business.



D. Grievance Procedure Steps:

1. Informal Discussion - Every effort should be made to settle grievances at the lowest level of supervision possible. If an employee has a complaint relating to a work situation, the employee is encouraged to request a meeting with his/her immediate supervisor to discuss the problem in effort to clarify the issue and to work cooperatively toward settlement. Such discussion shall occur within ten (10) working days of the incident or occurrence giving rise to the complaint. The immediate supervisor shall respond informally within seven (7) working days.
2. Formal Grievance Steps - The formal grievance procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein.
  - a. Immediate Supervisor - An employee may formally submit a grievance to the immediate supervisor within fifteen (15) working days from the date of the supervisor's informal decision or if the informal discussion has not taken place ten (10) working days from the date of the incident or occurrence giving rise to the complaint. Such a written grievance, signed by the employee, shall set forth the facts at issue, the relief sought and the time of the occurrence of any alleged incident or violations precipitating the grievance. The supervisor shall respond in writing within seven (7) working days after receiving the grievance. If the grievance is denied, the reasons for denial shall be given in the supervisor's response. This response shall contain the position to which the next level of employee grievance should be addressed.
  - b. Intermediate Supervisor - If the grievance is not resolved by the written decision of the immediate supervisor and if there is an intermediate level of supervision below the department head, the grievant may, within ten (10) working days after the date of the supervisor's decision, file a written appeal to the intermediate supervisor who shall respond in writing within fifteen (15) working days. If the grievance is denied, the reasons for denial shall be given in the supervisor's response. This response shall contain the position to which the next level of employee grievance should be addressed.
  - c. Department Head - If the grievance is not resolved by the written decision of the supervisor, the grievant may submit in writing within ten (10) working days after the date of the supervisor's written decision his grievance to the department head. The department head shall conduct such meeting(s) with the employee; informal hearings and investigations as are appropriate in his/her judgment and deliver to the grievant a written decision within fifteen (15) working days. If the grievance is denied, the reasons for denial shall be included in the response.

- d. Director of Human Resources or Designee - If the employee wishes to appeal the department head's decision, he/she may do so in writing to the Director of Human Resources or designee within ten (10) working days after the date of the department head's decision. The Director of Human Resources or designee shall conduct such meeting(s), informal hearings and/or investigations as are appropriate in his/her judgment and deliver to the grievant a written decision within twenty (20) working days. If the grievance is denied, the reasons for the denial shall be included in the response.
3. Final Resolution - Should the employee be unsatisfied with the decision of the Director of Human Resources, the grievant and his representative may within ten (10) working days notify the Director of Human Resources that he/she is appealing the Director of Human Resources decision to Arbitration, for final resolution of the grievance, subject to ratification by the Board of Supervisors if the decision required an unbudgeted expenditure.

Grievances that involve an interpretation of a personnel resolution, personnel rule or Memorandum of Understanding shall be appealed through the Arbitration method as it is described in this paragraph.

If Arbitration is chosen, the grievant (and his representative) and the County's Management representative shall attempt to mutually agree on an acceptable arbitrator. If no agreement can be reached on an arbitrator within five (5) working days, a list of seven (7) names from the California State Conciliation & Mediation Service shall be obtained. The parties shall alternately strike names until only one name remains, which name shall be the arbitrator in the dispute. The party to strike the first name shall be chosen by lot. The arbitrator shall have no power to add to, subtract from, alter, modify or go beyond the applicable provisions of the Memorandum of Understanding or Resolution.

4. Basic Rules:
  - a. Costs - All costs incurred jointly by both parties to the final resolution process shall be borne equally by the parties. Costs incurred separately shall be borne by the party incurring them.
  - b. Time Limits - If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level. Time limits may be waived by mutual written consent of the parties.
  - c. Representation - The grievant may be represented by a person of his/her choice at any formal level of this procedure. The grievant may take

reasonable County time without loss of pay to prepare his/her grievance and meet with management representatives regarding the grievance. Other employees assisting or representing the grievant shall do so on their own time.

#### **ARTICLE 15. PEACEFUL PERFORMANCE CLAUSE**

The parties to this Memorandum of Understanding recognize and acknowledge that the services performed by the County employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of the County of El Dorado. Union agrees that under no circumstances will the Union recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, slowdown or picketing (hereinafter collectively referred to as work stoppage) in any office or department of the County, nor to curtail any work or restrict any production, or interfere with any operation of the County. Nor will this organization recognize the strike or job action of any non AFL-CIO organization or engage in any sympathy strike by recognizing the strike, job action, or picket lines of any other non-AFL-CIO organization. In the event of any such work stoppage by any member of the bargaining unit, the County shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased.

In the event of any work stoppage, during the term of this Memorandum of Understanding, whether by the Union or by any member of the bargaining unit, the Union by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the County. In the event of any work stoppage the Union promptly and in good faith performs the obligations of this paragraph, and providing the Union had not otherwise authorized, permitted or encouraged such work stoppage, the Union shall not be liable for any damages caused by the violation of this provision. However, the County shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the County shall have the right to seek full legal redress, including damages, against any such employee.

#### **ARTICLE 16. FULL UNDERSTANDING, MODIFICATION, WAIVER**

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and 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 in their entirety.

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this Memorandum of Understanding.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the County Board of Supervisors and the Union membership.

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

**ARTICLE 17. SEVERABILITY**

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

**ARTICLE 18. ECOMONIC HARDSHIP REOPENER**

At any time upon 30 calendar days written notice to the Union, the County may reopen this agreement for renegotiation if a financial shortfall in the County budget has occurred that caused the Board of Supervisors to actually reopen negotiations with other employee groups with negotiated MOU's 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

OPERATING ENGINEERS  
Local Union No. 3  
AFL-CIO Negotiating Committee

\_\_\_\_\_  
Allyn Bulzomi, Director  
Human Resources

\_\_\_\_\_  
Rick Davis  
Business Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kal, Sr. Personnel Analyst

\_\_\_\_\_  
Jon Eslick

\_\_\_\_\_  
Date

\_\_\_\_\_  
Richard Olpin

Approved By:

\_\_\_\_\_  
Steven Kent

\_\_\_\_\_  
Gary Mitchell

\_\_\_\_\_  
Chairman, Board of Supervisors  
Ron Briggs

Date: \_\_\_\_\_

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

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

Date: \_\_\_\_\_