

MEMORANDUM OF UNDERSTANDING

Between

The County of El Dorado

And

El Dorado County Criminal

Attorneys' Association

(EDCCAA)

July 1, 2010 –December 31, 2013



MEMORANDUM OF UNDERSTANDING

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PREAMBLE

It is the purpose of this Memorandum to set forth the wages, hours and other terms and conditions of employment for the employees of El Dorado County represented by the El Dorado County Criminal Attorneys' Association (hereinafter referred to as "EDCCCA" or Association).

ARTICLE 1. TERMS AND CONDITIONS OF EMPLOYMENT

Section 1. Negotiations

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

Section 2. Meyers-Milias Brown Act

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.

Section 3. Ratification

This successor comprehensive Memorandum of Understanding (MOU) shall be presented by the EDCCAA to the employees in the EDCCAA for ratification and shall thereafter be presented to the Board of Supervisors, as the joint recommendations of the undersigned. This MOU will be for the time period July 1, 2010 through December 31, 2013, and shall be in full force and effect upon adoption by the Board of Supervisors. Nothing contained herein shall be applied on a retroactive basis unless specifically stated.

Section 4 Merit System Exclusion

In the event any provision herein, as it may apply to any employee of the County subject of Section 19800 et. seq. of the California Government Code is determined by the Executive Officer of the State Personnel Board to be in conflict with Local Agency Personnel Standards (Title 2, Administration, Division 5. LAPS), such provision shall be null and void as regards those employees, and Local Agency personnel Standard shall supersede and prevail.

Section 5. Complete Understanding

This MOU cancels all previous MOU's and letters of agreement with the exception of Attachment B that is set forth in Article 10 Section 1. The Compensation Administration Resolution 227-84 and Personnel Management Resolution 228-84, and all other County policies and rules shall remain in force and effect other than where superseded by specific provisions of this existing MOU.

ARTICLE 2. AUTHORIZED AGENTS AND RECOGNITION

Section 1. Authorized Agents

The parties agree that the EDCCAA may choose to designate a legal representative and will notify the County in writing of any change. For the purpose of administering the terms and provisions of this MOU, the following authorized agents have been designated:

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

El Dorado County Criminal Attorneys' Association
Goyette & Associates, Attorneys at Law
2366 Gold Meadow Way Suite 200
Gold River, CA 95670

The Association shall provide in writing to the County and 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 El Dorado County Criminal Attorneys' Association is the exclusively recognized employee organization for the Criminal Attorneys' (CA) Bargaining 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 MOU, except as expressly limited by a specific provision of this MOU. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by 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.

The County reserves the right to contract out services pursuant to the El Dorado County Charter. In the event that the County is considering contracting out services, which will directly result in the layoff of current employees, the county will notify the EDCCAA and meet and confer prior to the implementation of the action. The parties agree that for contracts of less than \$50,000, and which will not result in layoffs; the County has no obligation to notify the EDCCAA. The parties agree that if the County intends to contract out work which is being performed by classification currently represented by the EDCCAA and if the proposed contract exceeds \$50,000 and will not result in layoff of currently employees, the County will notify the EDCCAA and provide an opportunity for discussion prior to transmitting the item to the Board of Supervisors.

ARTICLE 4 EDCCAA RIGHTS

Section 1. Representation

This Memorandum covers the employees in the position classification of County, which EDCCAA is certified as representing, and EDCCAA is the formally recognized employee organization which has the exclusive right to represent said employees during the term of this Memorandum.

Section 2. Communications

Official EDCAA representatives shall be permitted access to County property to confer with County employees on matters of employer-employee relations. The designated representative 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.

Section 3. Release Time

Official EDCCAA representatives shall be released from duty during the grievance procedure or when meeting with County. EDCCAA shall notify the Director of Human Resources of the names of employees who are official representatives of EDCCAA, not more than three (3) of whom can be released at any given time.

Section 4. Use of County Buildings

County buildings and other facilities shall be made available for use of the EDCCAA or its representatives during non-duty hours in accordance with availability and administrative procedures.

Section 5. E-Mail

The EDCCAA may use the Department electronic mail (e-mail) for EDCCAA 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 "EDCCAA Information". E-mail shall be in good taste and shall not malign the County of its representatives.
- C. Subject matter shall be limited to brief Association announcements, inquiries, notices, agendas, minutes, and appropriate attachments.
- D. All e-mail usage shall be consistent with Departmental policy, the El Dorado County Computer and Network Resource Usage Policies and Standard Guide and the provisions of this MOU.

Section 6. Dues Deductions

A. Payroll Deductions & Membership Maintenance-Criminal Attorney (CA) Unit

- 1. It is agreed that EDCCAA membership is not a mandatory condition of employment for any employee in the Criminal Attorneys' (CA) Bargaining Unit covered by this agreement. The EDCCAA may have the regular dues deductions of its members deducted from employees' paychecks under procedures prescribed by the County Auditor/Controller. Employees desirous of such deductions must sign and submit an Employee Payroll Deduction Authorization (PDA) for each type of deduction. All duly authorized PDA's will be processed promptly. Except as otherwise provided in Article 4, Section 6.A, employees are not 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.
- 2. Any Criminal Attorney (CA) Bargaining Unit employee, who has a dues deduction authorization on file with the Auditor/Controller's Office on the date his agreement is approved by the Board of Supervisory, shall be subject to the Maintenance of Membership provisions of this agreement.
- 3. If employees in the Criminal Attorney (CA) Bargaining Unit have a dues deduction on file, it is understood that the dues will be deducted for the duration of this agreement, or 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. Employees in the Criminal Attorney (CA) Bargaining Unit are free to discontinue dues deduction by notifying the Payroll section of the Auditor/Controller's office, in writing, during the period of May 15-31 of any year.
- 4. It is understood that employees in the Criminal Attorney (CA) Bargaining Unit

are free to authorize dues deduction at any time. However, employees may not discontinue dues deduction during the term of this Memorandum of Understanding, except as otherwise provided in this section.

5. The County will provide to the EDCCAA a list of the new Criminal Attorney (CA) Bargaining Unit employees hired into regular positions represented by the EDCCAA on a monthly basis.
6. 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) for each type of deduction. All duly authorized PDA's will be processed promptly.
7. The County shall not be liable to the Association, employees, or any other party by reason of the requirements of this Section for the remittance or payment of any sum other than the constituted actual deductions made from employee' wages earned. The Association shall hold and keep the County harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the employer under this Article.

B. Hold Harmless

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

EDCCAA shall defend, indemnify and hold harmless, release and save the County and its agents and employee against any 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 preparation time as well.

ARTICLE 5. SALARY AND OTHER RELATED ISSUES

Section 1. Salaries

- A. Classifications within the Criminal Attorney Unit shall receive the salaries as set forth in Attachment A.

Section 2. Salary Resolution

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

B. Base Salary Ranges and Adjustments

The parties jointly agree that the base salary range and rates shown in Attachment A shall be applicable on the dates indicated for job classifications in this Unit. Classification Titles and Salary Ranges may be amended from time to time by Resolution adopted by the Board of Supervisors.

For purposes of this Agreement, base salary range shall mean the salary range assigned to a specific classification as provided in Attachment A. Base salary rates shall mean this hourly rate of pay established pursuant to the step placement within the base salary range as provided in this Agreement.

Section 3. Full Time, Part-Time

- A. Full-Time Employees – A full-time employee shall receive the full amount of salary based upon the step in the range for the classification to which the employee is assigned by his/her appointment, if the total hours in pay status for the biweekly pay period as shown equals or is great than eighty (80) hours. A full-time employee who is not in pay status for 80 hours for a particular biweekly pay period as shown in the Payroll Time Report shall be entitled only to the total hours in pay status as shown by the Payroll Time Report.
- B. Part-Time Employees – A part-time employee shall receive that portion of the salary based upon the step in the range for his/her classification to which the employee is assigned and the number of hours in pay status in the pay period. Part-time employees shall earn vacation with pay and accrue sick leave and holiday pay on a prorated basis based upon the number of hours in pay status in the pay period. In other respects, provisions of this MOU applicable to full-time employees, such as management leave, cafeteria plan and health and dental benefits shall apply to part-time employees on a pro rated basis unless specifically defined otherwise herein.

Section 4. Salary Step Assignments

- A. **Initial Step Placement** - Except as specified below, the entrance salary for a new employee entering County service shall be the first step of the salary range for the class to which the employee is appointed. In exceptional cases after reasonable effort has been made to obtain employees for a particular class, employment of individuals who possess special qualifications higher than the minimum qualification prescribed for the particular class may be authorized at a higher step upon recommendation of the appointing authority.
- B. **Advanced Step Hiring of New Employees-** A Department Head or appointing authority may hire a new employee (does not include promotions or transfers) at up to the third step of the salary range of the employee's classification. The Department Head shall only hire at an advanced step if the candidate possesses exceptional skills or qualifications that would be highly beneficial to the county or department, or if due to the difficult nature of the recruitment, few qualified candidates were available and it is necessary to hire at an advanced step in order to obtain a person to fill the vacancy. The Department Head shall file a written justification for any advance step hiring with the Department of Human Resources.

- C. **Salary Upon Reemployment** – A full-time or part-time employee who resigns in good standing and is reappointed in the same or closely related class within the same classification series within two (2) years of resignation, shall be eligible, with the approval of the appointing authority, to be reappointed at any step up to and including the 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.

A full time or part time employee who resigns in good standing and is reemployed by the County within two (2) years of resignation in a classification in a different class series or a higher class from which the employee resigned shall, for purposes of vacation accrual and longevity pay, receive credit for the amount of prior service in effect at the time of resignation, and shall be restored to the place on the vacation accrual and longevity pay table in effect at the time of resignation. An employee that is reemployed after the effective date of this MOU will not be eligible for retiree health insurance.

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.

- D. **Appointment of Extra Help to an Allocated Position** – An Extra Help employee who is appointed a full-time or part-time position in the same class in which the employee was Extra Help shall receive the same step of the range the employee received in Extra Help capacity. Time as an Extra Help employee shall not count toward eligibility for salary step increases.
- E. **Salary Step Plan** - Eligibility for salary step movement shall be based upon time in classification and based upon merit, at the sole discretion of the appointing authority, and with no right to appeal.
1. **Salary Step Movement** – Employees hired at Step 1 shall be eligible for advancement to Step 2 after completion of 13 full pay periods of satisfactory performance at Step 1, and with the approval of the appointing authority. Employees at Step 2 or higher shall be eligible for advancement to the next step in the range after completion of 26 full pay period of satisfactory performance in the current step, and upon the approval of the appointing authority.
 2. **Early Step Advancement** – A Department Head may advance employees from the second step to the third step of the salary range of the employees' classification after the employee has completed at least six months of service in the prior step of the salary range of that classification. If the Department Head has made the following determinations in writing to the Department of Human Resources:

- (a) That the employee's performance and abilities are outstanding, as documented in an attached performance evaluation;
 - (b) That they are functioning as fully qualified and advanced level employees;
 - (c) That the amount of the additional salary and benefit cost are available in the department's budget for the balance of the fiscal year (department's calculations to accompany the estimate);
 - (d) That the County's financial condition require reductions in departmental appropriations during the fiscal year, the department agrees to identify departmental savings that will offset the added cost of the early step advancement.
3. Fourth and Fifth Steps – A Department Head may recommend to the Chief Administrative Officer or his or her designee that an employee be advanced from the third step of the salary range to the fourth step or from the fourth step of the salary range to the fifth step of the salary range after the employee has completed at least six (6) months of service at that step. The Department Head must submit justification to the Chief Administrative Officer which clearly demonstrates that the employee's skills, knowledge, and ability as evidenced by significant achievement of county wide importance and/or their continuing outstanding performance is such that it places them clearly above the level of their fellow employees. The request should include the same salary and benefit cost estimation and financial condition disclaimer as provided in Subsections above.
4. Procedure – All merit salary step advancements must be initiated by the Department Head on a Payroll/Personnel Form accompanied by an employee evaluation filed with the Director of Human Resources prior to the proposed effective date of the merit salary step advancement. Salary step advancements shall be effective on the first day of the biweekly pay period following completion of the required period of service. The Director of Human Resources shall notify the County Auditor of every approved merit salary step advancement.
5. Anniversary Date – 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 or downward reclassification. Changes in salary ranges for a classification, as defined in Article 4, Section 8 below will not set a new salary anniversary date of employees.

Section 5. Salary Step on Promotion

- A. **Salary on Promotion-** An employee who is appointed to a position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied, shall receive the nearest step within the new salary range which shall not be less than five percent more than his/her former salary step provided, however, that in no case shall the increased salary be more than the top step in the new range.

The effective date of a promotion shall be the first day of the first full pay period following the appointment.

- B. Advanced Salary Upon Promotion** – Upon promotion of an employee from a position for which the county pays the full contribution or a portion of the employee contribution to PERS to a position for which the employee pays the employee contribution to PERS, such employee shall be placed at a salary step in the higher salary range which is closest to and provides an increase in compensation of no less than five percent (5%) above the combined former salary step and employee-paid PERS contribution. In no case shall the salary step placement exceed the top step of the new range.

Notwithstanding the above, upon promotion of a full-time or part-time employee to a management position the appointing authority may recommend to the Chief Administrative Officer that the person being promoted shall receive one additional step beyond which the employee is entitled, but which in no way exceeds the top of the range.

Section 6. Salary on Demotion

- A. Salary upon Voluntary Demotion to Another Position or Class** – An employee who voluntarily demotes to a position of a class having a lower salary range than the class previously occupied by the employee, shall have his/her salary reduced to the salary step within the lower range which is closest to, but not exceeding the salary received before the demotion. The employee's eligibility for salary step advancement shall not change as a result of demotion.
- B. Salary upon Demotion During Probation** – a full-time or part-time employee, who, during the employee's probationary period, is demoted to a class which the employee formerly occupied in good standing during the same period of continuous service, shall have the employee's salary reduced to the salary the employee would have received if the employee had remained in the lower class. The employee's eligibility for salary step advancement shall be determined as if the employee had remained in the lower class throughout the employee period of service in the higher class.
- C. Salary Upon Involuntary Demotion to a Lower Class** – A full-time or part-time employee, to whom the circumstances described in Section 6, A or B above do not apply, who is demoted involuntarily to a position of a class which is allocated to a lower salary range than the class from which the employee is demoted, shall have the employee's salary reduced to the salary step in the lower range for the new class which is closest to but not exceeding the salary step received before the demotion except in cases of involuntary demotion as a result of discipline. In cases of discipline, an employee may be demoted to any step of the salary range in a lower class. The employee's eligibility for salary step advancement shall not change as a result of demotion.
- D. Demotion Within a Salary Range** – An employee may only be demoted to a lower salary step within a salary range as a disciplinary action in accordance with County rules and regulations. The employee's eligibility for salary step advancement shall be

based on the effectual date of the promotion in accordance with Section 4 E 2 above.

Section 7. Salary on Transfer

- A. A full-time or part-time employee may transfer from one allocated position in one class to another allocated position in the same class, or in another closely related class at the same salary range, or a class which has a salary range the top step of which is within five percent of the top step of the range of the previously occupied class. In such case an employee shall be paid at the salary step in the salary range for the new class which is the closest to, but not exceeding the salary step the employee previously received.
- B. For purposes of further annual increase within the salary range, his/her anniversary date shall remain the same as it was before the transfer. The effective date of all transfers shall be the first working day of the pay period.

Section 8. Changes in Salary Ranges

- A. Whenever the salary range for a class is revised, each incumbent in a position to which the revised salary range applies shall remain at the step held in the previous range, unless otherwise specifically provided by the Board of Supervisors.

Section 9. Salary Step on Reclassification

The salary of an incumbent in a position which is reclassified shall be determined as follows:

- A. **Lateral Reclassification** – if the position is reclassified to a class which is allocated to the same salary range as is the class of the position before it was reclassified, the salary step and anniversary date of the employee shall not change.
- B. **Upward Reclassification** – If the position is reclassified to a class which is allocated to a higher salary range than the class of the position before it was reclassified, the salary step of the employee shall be governed by Section 5. Salary Step on Promotion, sub-section A. “Salary on Promotion”.
- C. **Downward Reclassification** – If the position is reclassified to a class which is allocated to a lower salary range than the class of the position before it was reclassified, the employee shall receive the step, if any, in the new range which is the same as but does not exceed the salary he/she was receiving prior to reclassification and his/her anniversary date shall not change. If the salary step of the employee is greater than the maximum step of the new range, the salary step of the employee shall be designated as a “Y” rate and the salary will be frozen until the top step salary of the new classification equals or exceeds the present salary. At that time, the employee will be placed on the top step and will be eligible for cost of living increases granted to incumbents of that classification.

Section 10. Salary Provisions Upon Restoration

An employee who has been laid off or voluntarily demoted as a result of layoff and subsequently restored in their former classification within a two (2) year period from the

date of his/her layoff or voluntary demotion, shall receive the following considerations and benefits:

- A. All sick leave credited to the employee's account when laid off shall be restored, unless the employee received compensation for such sick leave at the time of the layoff.
- B. All prior service shall be credited for the purpose of determining sick leave and vacation earning rate, longevity pay increases and time in step.
- C. The employee shall be placed on the step of the salary range that was held at the time of the layoff.

Section 11. Payroll Records

The Office of the County Auditor and Department of Human Resources shall be the office of record with respect to maintenance of payroll records to implement the payroll provisions of all ordinances and resolutions. Departmental payroll records shall be maintained in forms provided or approved by the County Auditor.

ARTICLE 6. PAY PERIOD DEFINITION

The date of payment shall be the first Friday following the close of the biweekly pay period, except that when such following Friday falls on a legal holiday, the date of payment shall be the first Thursday (or Wednesday, if Thursday is also a holiday) following the close of the biweekly pay period.

ARTICLE 7. HOLIDAYS

Section 1. Designated Holidays

The County shall designate specific days as County holidays. Paid holidays shall be authorized for only full-time and part-time employees.

The following days shall be the official County holidays:

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

- A. 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. Floating Holidays - In Lieu of Lincoln's Birthday and Columbus Day regular employees shall be entitled to up to sixteen (16) hours of floating holiday time. This time will be credited in pay period 01 of each year. Floating holidays shall be taken at a time agreeable to both the employee and the appointing authority. Part-time employees shall receive this holiday time on a pro-rated basis.

Lincoln's Birthday and Columbus Day will not be considered holidays for payroll purposes. Floating holiday time must be used by the last day of pay period 26 of each year and is not subject to the payoff provisions. Any unused floating holiday time will be lost.

Section 2. Day Observed

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.

All full-time and part-time employees who are on an irregular work week schedule shall be entitled to the same number of paid holiday hours as those employees on a regular work week schedule. If an employee works a non-standard (rather than Monday through Friday) work schedule, their first day off shall be treated as if it was a Saturday or their second day off as if it were a Sunday.

Section 3. Compensation For Holidays

Full-time and part-time employees shall receive holiday pay for all authorized holidays at their current hourly rate, not to exceed eight (8) hours for any one (1) day, provided they are in a pay status on both their regularly scheduled work days immediately preceding and following the holiday. Part-time employees shall be entitled to receive holiday pay in proportion to the percentage of full-time hours worked during the biweekly pay period which includes a holiday.

Section 4. Limitations

The following provisions as to administration of holidays shall apply to all full-time and part-time employees:

1. A new employee whose first working day is the day after a paid holiday shall not be paid for that holiday.
2. An employee who is terminating his/her employment and whose last day as a paid employee is the day before a holiday, shall not be entitled to holiday pay for that holiday.

ARTICLE 8. VACATION

For purposes of this section, one year shall be equivalent to twenty-six (26) biweekly pay periods of continuous service.

Section 1. Accrual Rates and Maximum Accumulation

Every full-time and part-time employee shall accrue and accumulate vacation leave with pay as follows:

- A. Employees with less than four years continuous service shall accrue vacation credit at the rate of .03875 an hour for each full hour in pay status. (Equal to 3.1 hours for full-time in a full pay period.) In no case shall an employee with less than four years continuous service accumulate more than 240 hours vacation leave. Effective the first full payroll of July 2011, the maximum accumulation of vacation leave shall be 320 hours.
- B. Employees with over four years of continuous service shall accrue vacation credit at the rate of .05875 hour for each full hour in pay status. (Equal to 4.7 hours per full-time in a pay period.) In no case shall an employee with more than four years continuous service accumulate more than 320 hours vacation leave. Effective the first full payroll of July 2011, the maximum accumulation of vacation leave shall be 400 hours.
- C. Employees with over eleven years of continuous service shall accrue vacation credit at the rate of .07750 hour for each full hour in pay status. (Equal to 6.2 hours per full-time in a pay period.) In no case shall an employee with more than eleven years continuous service accumulate more than 320 hours vacation leave. Effective the first full payroll of July 2011, the maximum accumulation of vacation leave shall be 400 hours.

Section 2. Provisions

Vacation leave shall be accrued from each eligible full-time or part-time employee's date of hire. Employees shall be entitled to use accrued vacation leave upon completion of two (2) full pay periods of continuous service. Upon termination of an employee's employment, for any cause, the employee shall be paid for any unused vacation hours accumulated, up to the maximum amount permitted to be accumulated. No employee in this bargaining unit shall receive any payment in lieu of vacation while remaining a County employee.

Section 3. Vacation Scheduling

It is the policy of the County that employees take their vacation each year; provided however, that for reasons deemed sufficient by the Department Head, an employee may take less than the normal vacation accrued that year. All vacations shall be taken at such times during the calendar year as may be approved by the Department Head.

In the event a member is not permitted to take all of the vacation to which he or she is

entitled in a calendar year, the member shall be permitted to accumulate the unused portion to the member's credit, provided that the member shall not have a total vacation credit of more than the maximum allowed herein.

All requests for vacation must be approved by the employee's Department Head or designee; the Department Head is responsible for insuring that the employee is eligible for the vacation requested. No person shall be allowed vacation in excess of that actually accrued at the time such vacation is taken. It shall be the responsibility of the Department Head to require vacation leave is taken in order to avoid excessive accumulation or forfeiture.

Section 4. Donation of Vacation

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

ARTICLE 9. SICK LEAVE

Section 1. Accrual

Employees shall accrue sick leave at the rate of .04625 per hour in pay status, calculated on the basis of actual service (3.7 hours earned per full pay period paid).

Section 2. 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 the County.

Section 3. Usage

Employees are entitled to use accrued sick leave with the approval of the Department Head, to a maximum of the time accrued, for the following conditions:

- A. The employee's illness, injury, or exposure to contagious disease which incapacitates him/her from performance of duties.
- B. The employee's receipt of required medical, dental, chiropractic or optical care or consultation.
- C. The employee's care of a member of the immediate family, as defined by law, i.e., Family Medical Leave Act, California Family Rights Act, who is ill or disabled.

- C. When an employee has been determined to have used sick leave for illegitimate purposes, the County may recover such funds.
- D. Proof of illness or medical certification may be requested as authorized by law.
- E. Each Department Head shall maintain complete and current records of sick leave and vacation time accumulated and taken by each employee.

Section 7. Incapacity to Perform Duties

If the appointing authority has reasonable cause to believe that an employee is not capable of properly performing the duties of the position, the appointing authority may require the employee to absent himself/herself from work unit the incapacity is remedied. During such absence the employee may utilize any appropriate accumulated paid leaves.

Section 8. Fitness for Duty Examination

An appointing authority that has reasonable cause to believe that an employee is not capable of properly performing the duties of the position may require an employee to submit to a fitness-for-duty examination.

Section 9. Payment for Unused Sick Leave

In order to receive payment for unused sick leave at the time of lay-off or voluntary separation, an employee must have five or more years of County service.

- A. Employees shall be entitled to receive a payoff of their unused sick leave up to a maximum of 504 hours. Payment shall be made at the employee's last hourly rate of pay.
- B. In the event an employee dies while in active service with the County, their sick leave pay-off will be made in accordance with these provisions.

Section 10. Payment for Unused Sick Leave at Retirement

At the time of retirement, a member with five or more years of County service may elect to receive a payoff of their unused sick leave up to a maximum of 504 hours. Payment shall be made at the employee's last hourly rate of pay.

Section 11. Retirees Conversion of Sick Leave to Health Insurance

An employee who is retiring under the PERS system may, at his/her option, in lieu of Section 10, payment for "Unused Sick Leave at Retirement" (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.

- D. The employee's preparation for or attendance at the funeral of a member of the immediate family. Immediate family means parent, spouse, registered domestic partner, son, daughter, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents or grandchildren by blood or marriage or person which the employee has been designated the legal guardian.

Section 4. Exception to use of Sick Leave

No County employee shall be entitled to sick leave when absent from duty for any of the following reasons:

- A. Disability arising from any sickness or injury purposely self-inflicted or caused by the employee's willful misconduct.
- B. Sickness or disability, while on leave of absence with or without pay, other than the employee's regular vacation or regular paid holidays.

Section 5. Integration with other Benefits

- A. Workers' Compensation- An employee of the County who is entitled to receive temporary disability indemnity under The California Labor Code (Workers' Compensation) may elect to take only that portion of the employee's accumulated leave balances as when added to the employee's disability indemnity will total the employee's full pay.
- B. State Disability Insurance – An employee of the County who is entitled to receive State Disability Insurance may elect to take only that portion of the employee's accumulated leave balances as when added to his/her S.D.I. will equal one hundred (100) percent of the total base salary. It is the employee's responsibility to file for State Disability and make all arrangements with the Auditor's Office for leave integration.

Section 6. Administration of Sick Leave

Each Department Head is charged with the responsibility of administering sick leave within their department consistent with applicable practices and policies adopted by the County.

Employees upon returning to work may be required to submit a sick leave request form or record of sick leave use to his/ her Department Head for approval.

- A. Departments may request information in order to aid in the determination of whether the sick leave use is legitimate. A Department Head may require a physician's statement or acceptable substitute from an employee who applies for sick leave, or make whatever reasonable investigation into the circumstances that appears warranted before taking action on a sick leave request.
- B. Departments may require a prescribed affidavit or medical report form. When an employee is absent for longer than ten (10) consecutive working days, the employee will be required to submit a statement from the employee's physician releasing the employee for normal duty.

ARTICLE 10. LEAVES

Section 1. Management Leave

The "Letter of Agreement Between the County of El Dorado and El Dorado County Criminal Attorneys' Association August 2009" that was adopted by the Board of Supervisors on 10-20-09 in Resolution No. 233-2009, as a modification of Article 10 Leaves, Section 1. Management Leave, is attached and incorporated herein as Attachment B. Any terms of Attachment B that were operative prior to July 1, 2010 are provided for historical purposes only.

Section 2. Jury Duty

An employee who shall be summoned for attendance to any court for Jury Duty during his/her normal working hours shall be deemed to be on duty and there shall be no loss in salary, but any jury fees received by him shall be forthwith to the Auditor/Controller to be deposited in the General Fund of the County, together with any mileage allowed if he/she shall use County transportation. Employees released from Jury Duty during their normal duty hours shall report back to their departments. Employees scheduled to work the evening or late night shift and who serve four (4) or more hours on Jury Duty, will not be required to report for duty on the evening or late night shift and shall be deemed to be on duty and there shall be no loss in salary, but any fees received shall be paid forthwith to the Auditor/Controller to be deposited in the General Fund of the County.

Section 3. Court Appearances

- A. On Duty Time - An employee who shall be called as a witness arising out of and in the course of the employee's County employment or prior employment, shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received by him/her shall be paid forthwith to the County Auditor/Controller to be deposited in the General Fund of the County together with any mileage allowed if he/she shall use County transportation. Employees released from witness duty during their normal duty hours shall report back to their department.
- B. Off Duty Time – An employee who shall be called as a witness arising out of and in the course of the employee's County employment during the employee's off duty hours shall be compensated for the time spent, or shall be compensated for a two hour minimum, whichever is greater.
- C. Private Litigation - An employee who shall be called as a witness in a private or civil matter unconnected with the course of their employment shall not be compensated by the County, excepting upon the approval of the Department Head, earned vacation or compensating time off may be utilized. It is the employee's responsibility to make arrangements for payment from the involved parties in accordance with the California Code of Civil Procedures for witnesses.

Section 4. Leaves of Absence with Pay

The appointing authority, with the approval of the Chief Administrative Officer, may place an employee on leave of absence with pay (suspended with pay) for a period not to exceed ten (10) working days. Such leave may be extended with justification with approval of the Chief Administrative Officer. This leave with pay (suspension with pay) shall be used when an employee is under investigation or for other necessary or emergent need such as when the employee's continued presence at the work site may be hazardous or disruptive.

Section 5. Workers Compensation Follow-up Doctor Visits

Employees who return to work and are receiving Workers' Compensation benefits and have follow-up doctor appointments related to their Worker's Compensation injury/illness, may use County paid time for these doctor visits. Eligibility for use of County paid time for these doctor visits is limited to up to 48 hours.

Section 6. Leave of Absence Without Pay

Employees who are granted a leave of absence without pay shall have the option to exhaust any accumulated vacation time or to leave such vacation time in their accumulated account. Employees requesting a leave of absence due to illness or disability may use any accumulated sick leave prior to the requested beginning date of such leave. Employees on leave of absence without pay due to illness or injury for a period of ten (10) days or more may be required by their Department Head to present a statement by the employee's physician releasing the employee for normal duty prior to returning to work. Authorized leave without pay shall not extend an employee's date of eligibility for longevity pay increases and vacation accrual rates. 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.

ARTICLE 11. SPECIAL PAYS

Section 1. Longevity Pay

A regular full-time or part-time employee shall, for all hours in pay status, be paid longevity pay for continuous service with the County as follows:

- 10 years 5.0% of base salary
- After 15 years 10.0% of base salary*
- After 20 years 13.0% of base salary*
- After 25 years 15.0% of base salary*
- After 30 years 16.0% of base salary*

*Represents total amount of longevity granted; amount shown is 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.

Section 2. On-Call Assignment

A. Assistant District Attorney On-Call Pay

The District Attorney may assign an employee in the class of Assistant District Attorney to be in an "On-call" status; in order, to provide immediate legal advice, and search and arrest warrants to law enforcement officers investigating complex criminal cases. "On-call" is an assigned duty outside the normal work week assignment during which an employee must remain where the employee can be contacted by telephone or pager and is ready to immediately respond to perform an essential service for the department. An employee in the classes defined above who is assigned on-call duty shall be compensated at the rate of \$196.80 per weekly assignment of such duty.

Section 3. Bilingual Differential

When a Department Head designates in writing that an employee must utilize bilingual skill as a required component of the employee's job duties and necessary in the delivery of County services, the employee will be paid a bilingual differential of \$1.00 per hour for all hours in pay status. The bilingual differential shall be paid for bilingual proficiency in Spanish, Sign Language, or any language determined by the Department Head in writing as necessary to provide primary services to the public. In order to be eligible to receive such differential an employee must demonstrate language proficiency acceptable to the Department Head, as certified in writing to the Director of Human Resources. Written authorizations shall be reviewed periodically. This differential shall only apply when an eligible employee is in paid status for a majority of their assigned hours in a pay period.

Section 4. 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) bi-weekly, part-time employees shall receive a bi-weekly total of forty-six dollars and fifteen cents (\$46.15). This differential shall only apply when an eligible employee is in paid status for a majority of their assigned hours in a pay period.

Section 5. Mileage Reimbursement

Any and all mileage reimbursement is in compliance with the Board of Supervisor Policy D-1.

Section 6. Acting Pay Assignments

- A. When an employee is assigned to work in a higher classification for which the compensation is greater than that to which the employee is regularly assigned and the employee works in such assignment for more than 15 work days, the employee shall receive compensation for such work retroactive to the first day of the assignment at the rate of pay established for the higher classification, under the following conditions:
1. The employee is assigned to a program, service or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule and listed in the County's

authorized Human Resources Resolution and such authorized position has become vacant due to the temporary or permanent absence of the position's incumbent. A copy of the Department Head's written approval of this assignment must be submitted to the Director of Human Resources at the start of the assignment.

2. The nature of the departmental assignment is such that the employee in the lower classification becomes fully responsible for the duties of the position of the higher classification.
- B. Notwithstanding (A.1) above, in an exceptional circumstance when a vacancy does not exist but the employee has been assigned to perform duties which exceed the scope of that employee's classification, and when determined and justified by the Chief Administrative Officer, in his/her sole discretion, an employee will be entitled to pay for a higher classification, which shall not be less than 5% of the employee's base salary.
 - C. Employees selected for the assignment will normally be 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.
 - 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 work location differentials will be paid on the basis of the rate of pay for the higher class.

Section 7. Deferred Compensation

- A. **DEFERRED COMPENSATION MATCHING CONTRIBUTION**
The County will make a dollar for dollar matching contribution to deferred compensation (457 Plan) accounts on behalf of participating members in the amount not to exceed \$400 of the annual contribution by the member during the prior calendar year.
- B. **DEFERRED COMPENSATION CONTRIBUTION**
The County will provide two and one-half percent (2.5%) of base salary in each pay period to deferred compensation for eligible employees. Eligible employees are those employees who have ten or more years of County service.
- C. **CONTRIBUTIONS AS SEPARATION**
A person who separates from employment with the County prior to the County making its contribution in January of each year shall receive a commensurate

contribution to the employee's deferred compensation account based upon contributions made up to the date of separation and in accordance with the provisions set forth in the section.

Section 8. Bar Dues Reimbursement

The County shall reimburse employees for the entire cost of dues including those with specialties.

Section 9. MCLE and Professional Dues Reimbursement

The County shall reimburse employees for MCLE requirements. The County shall also provide reimbursement of California District Attorneys' Association, Public Defender Association and similar professional association of Family Support Attorneys' membership dues.

ARTICLE 12. RETIREMENT

Section 1. PERS Retirement Plans

- A. Effective as soon as possible after the adoption of this MOU by the Board of Supervisors the County will amend its contract with PERS to provide 2% @ 60, Three-Year Final Compensation, for employees that are hired after the effective date of the amendment and designated as "miscellaneous members"
- B. The County shall participate in the two percent at fifty-five (2% @ 55), Single Highest Year, Public Employees Retirement System (PERS) retirement plan for those employees hired prior to the effective date of the contract amendment with PERS.

Section 2. PERS Contribution

- A. For the period July 1, 2010 to the first full pay period following the effective date this MOU, the County shall pay the seven percent (7%) employee portion of the PERS contribution.

Effective the first full pay period following adoption of this MOU by the Board of Supervisors, the County will pay that portion of each employee's PERS contribution equal to four percent (4%) of reportable compensation and the employee will pay three percent (3%) of reportable compensation. Employees hired on or after the adoption of this MOU by the Board of Supervisors, shall pay the full employee portion of seven percent (7%) of the PERS "Miscellaneous" contribution for the first 5 years or 130 pay periods of employment. Effective at the beginning of the sixth (6th) year, or pay period 131 of employment, employees shall pay three percent (3%) and the County shall pay four percent (4%) of the employee share of the PERS "Miscellaneous" contribution.

- B. Employer Paid Member Contribution (EPMC)

The County shall provide employees in this bargaining unit with EPMC reporting credit as soon as it is provided to any other employee group within the County.

Section 3. Survivors Benefits

- A. The County will provide members Level III tier of the 1959 Survivors Benefits for employees. Each employee shall contribute ninety-three cents (\$.93) per pay period plus any additional employee contribution required by PERS regulations.

ARTICLE 13. INSURANCE

Section 1. Medical, Dental & Vision Plan

- A. Effective July 1, 2011, the County will join the CSAC-EIA EIAHealth Program for the County Self-Funded PPO plan. The health care coverage year will change for all County health plans from a fiscal year (July – June) to a calendar year (January – December). To effectuate the transition to a calendar year, the County contribution levels to the health plan for employees covered by this MOU shall be effective upon approval of the Board of Supervisors but no earlier than the first full pay period in containing July 2011, effective for July 1, 2011 through December 31, 2011. Rates for the ensuing calendar year for this bargaining unit shall be effective upon approval of the Board of Supervisors but no earlier than the first full pay period containing January 1.
- B. Contribution rates for July 1, 2011 through December 31, 2011 are:

County Health Plans – July 1, 2011 – December 31, 2011			
	Employee Only	Employee Plus One	Employee Plus Two or More
County Contribution	\$235.03	\$443.59	\$625.14
Employee	161.97	297.41	394.86
Total	\$397.00	\$741.00	\$1020.00

Note: Employees in this unit receive Optional Benefits Plan credits which can be used to offset the employee contribution. The amount of \$6,000 per year or \$230.77 per Pay Period.

- C. Annually in the event of a rate increase, the County shall increase its contribution to the County’s medical/dental plan by up to seven and one-half percent (7.5%) of the total rate in order to offset the increase. Any remaining cost shall be paid by the employee.
- D. Enrollment
 - 1. Employees may enroll themselves and their eligible dependents in accordance with the provisions of the Plan. Employees may opt not to be covered by a County sponsored medical/dental plan as allowed by law. In such case, neither the County nor the employee shall be required to make the contributions specified in Article 13. Section 1. Above or Section 2 below as allowed by law.

2. Open Enrollment - For the County self funded PPO plan, the health care coverage term will change for all County sponsored health plans from a fiscal year (July – June) to a calendar year (January – December). In order to accommodate the transition to the EIAHealth Program, there will be an Open Enrollment Period during May 2011, for the period July 1, 2011 through December 31, 2011, and another Open Enrollment Period in October 2011 for the calendar year beginning January 2012. Thereafter, Open Enrollment Periods will occur once every calendar year.
3. Annually the County and EDCCAA shall meet and confer on any impacts of the Patient Protection and Affordable Care Act (Federal Health Care Legislation).

Section 2. Optional Benefit Plan

The county shall provide each eligible full-time employee a contribution of \$6,000 per fiscal year, prorated over 26 pay periods, toward the purchase of benefits included within the optional Benefit Plan (OBP), prorated over 26 pay periods. These benefits are specifically defined in the Optional Benefit Plan. Provisions generally include the following:

- A. **El Dorado County Health Care Account-** Eligible employees may elect to receive medical and dental benefits under the County Optional Benefits Plan.
- B. **Supplemental Life Insurance-** An employee eligible under this section may use the Optional Benefit Plan to purchase additional life insurance subject to the provision of the Optional Benefits Plan and respective life insurance plans.
- C. **Dependent Care-** An employee eligible under this section may use the Optional Benefit Plan for reimbursing dependent care expenses subject to the provisions of the Optional Benefit Plan.
- D. **Un-reimbursed Health Care-** An employee eligible under this section may use the Optional Benefit Plan to establish an account for reimbursing uninsured health care expenses subject to the provisions of the Plan.
- E. **Cash-** an employee eligible under this section, who has elected to receive the employee's optional benefit or portion thereof in cash, may receive cash, which is taxable income, subject to the provision of the Plan.
- F. **Part-time Employee** – a part-time employee, who on December 31, 1989 is being provided with the full Optional Plan benefit as a full-time employee, shall continue to be eligible for the full Optional Benefit Plan benefit.
 1. An employee who is hired on or after January 1, 1990, and whose regular work schedule as documented on the Payroll Personnel Form is between 64-79 hour per pay period, will be entitle to the same Optional Plan benefit for a full-time employee.
 2. A part-time employee who is hired on or after January 1, 1990, and whose regular work schedule as documented on the Payroll Personnel form is between 40-63 hours per pay period, will be entitle to receive seventy-five percent (75%)

of the Optional Plan benefit for a full-time employee.

3. A part-time employee who is hired on or after January 1, 1990, and whose regular work schedule as documented on the Payroll Personnel form is between 34-39 hours per pay period, will be entitled to receive fifty percent (50%) of the Optional Plan benefit for a full-time employee.
4. A part-time employee who is hired on or after January 1, 1990, and whose regular work schedule is less than 34 hours per pay period shall not be eligible for participation in the Optional Benefit Plan.
5. A part-time employee may work additional or fewer hours than the employee's "ongoing" work schedule without change to the level of entitlement based upon the number of hours initially set forth on the Payroll Personnel Form prorated contribution.

The prorated entitlement level may only be changed by amending the Payroll Personnel Form which documents a change to the ongoing work schedule.

Section 3. Employee Assistance Plan

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

Section 4. Retiree Health Insurance

Subject to the provisions of the Retiree Health Benefits Contribution Plan Document, an employee who retires from County service who has attained a cumulative total completed years of service 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%

A. Part-time employees shall be treated in accordance with the Retiree Health Benefits Contribution Plan Document.

1. Miscellaneous Provisions.

(a) An employee who retires may substitute up to fifty percent (50%) of the required County service required above with prior public service time with any county or city in the State of California.

(b) 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 provision of the Retiree Health Benefits Contribution Plan Document.

- B. This Section 4, titled Retiree Health Insurance, as stated above shall be discontinued for all newly hired employees effective no later than the first full pay period within June 30, 2009 or no later than the end of pay period 14.
- C. In the event the county creates or allows participation in a new Retiree Health Insurance Plan for any other recognized bargaining unit, the parties agree to meet and confer on participation of EDCCAA employees hired after June 30, 2009.

Section 5. Life Insurance

The County shall provide a group term life insurance plan in the amount of \$40,000.00 for each employee whose ongoing regular work schedule as designated on the Payroll Personnel Form is at least sixty (60) hours of work per pay period. Accidental Death & Dismemberment coverage is included in this Plan.

Section 6. 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 one hundred percent (100%) of the employee gross base salary. The individual employee shall pay the cost of State Disability Insurance.

Section 7. Plan Documents or Contracts Controlling

While mention may be made in the Memorandum of various benefits and provisions of benefit programs, specific details of benefits provided un the County Health/Dental Plan, Life, Workers' 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.

ARTICLE 14. HOURS & WORK SCHEDULES

Section 1. Work Schedules

The appointing authority shall fix the hours of work with due regard for the convenience of the public and the laws of the State and the County. The appointing authority shall assign employees to a regular work schedule and may change that schedule at the appointing authority's discretion.

The appointing authority shall give reasonable advance notice of any change in work schedule. Which differs from the standard work schedule of the department may, at the sole discretion of the Chief Administrative Officer be approved; provided that service to the public is not adversely affected.

Section 2. Overtime

Employees shall work the necessary hours to perform their duties and responsibilities and shall not be entitled to receive overtime compensation.

ARTICLE 15. PROBATION

Section 1. Duration

Employees shall serve a one year probationary period from the date of appointment to a specific classification. An employee shall have his/her individual probationary period extended commensurately by each hour an employee is on authorized leave for more than ten (10) consecutive work days. Leaves include, but are not limited to, vacation, sick leave, compensatory time off, and leaves without pay, including leaves granted under the Family medical Leave Act, California Family Rights Act, Pregnancy Disability leave, Americans with Disabilities Act, and Workers' Compensation Law. Employees who request and receive a temporary modified duty assignment due to medical conditions such that they are not performing the essential job functions of their position shall have their probationary period extended for each hour of such modified duty assignment.

ARTICLE 16. LAYOFF AND DEMOTION PROCEDURES UPON REDUCTION IN FORCE

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

A. POLICY

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

The temporary layoff provision as found and described in paragraph A. above, shall be suspended effective upon adoption of this agreement until December 31, 2012. All other provisions shall remain in full force and effect. For FY2012-13, any furloughs shall be limited to five (5) work days.

B. Procedure for Permanent Layoffs.

Reduction in Force occurs when the Board of Supervisors by Resolution amends the Authorized Personnel Allocation Resolution and/or adopts a Proposed or Final Budget that deletes specific positions by classification from a department.

1. The Department of Human Resources, with the assistance of the affected department, determines the individual to be laid off for the initial classification in which a layoff is to occur and for succeeding lower level classification(s) if displacement by demoting in lieu of layoff is anticipated in accordance with this Article based on employee retention points. A list of the classifications in which positions have been deleted along with the names and total retention points of employees in those classes shall be posted in the affected department and a copy mailed to the Association's current address. It is the Department Head's responsibility to insure posting.
2. Layoffs and displacements are made within the department involved and are not Countywide.
3. Written notice of layoff shall be served on affected employees in person or by certified letter mailed to the last address on file with the 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.
4. The written layoff notice shall include the effective date of the separation (layoff), the reasons for the layoff, displacement rights, if any, rehire or restoration 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.

C. Order of Layoffs

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. Any required reduction in the number of employees shall be in the following order within the same classification:

- (1) Extra-help and provisional,
- (2) Probationary employees serving an initial probationary period,
- (3) Regular permanent full-time and part-time employees.

1. Longevity – A full-time employee shall receive one point for each full month of continuous service as a regular County employee in his/her classification. Time spent in other classifications which are at the same or higher rate of pay based upon the current salary plan applicable at the time of the layoff and which the employee occupied for a period of time after July, 1990 shall be included in the service time in the affected class. This includes probationary time and GAIN sponsored training. Part-time employees shall receive a proportional amount of longevity points based upon the number of hours worked. Less than a full month of service shall be prorated. It does not include service prior to employment, interruptions caused by resignation, dismissal, or transfer to extra-help status or disciplinary actions as defined in 2. below. It does include periods covered by authorized leaves of absences and such service accrued before a previous layoff.

2. Performance/Disciplinary Action- an employee who receives an involuntary demotion as a disciplinary action will have twelve (12) points deducted from that employee's retention points. An employee who receives a suspension will have one (1) point per day of suspension deducted from the employee's retention points, with a maximum deduction of twelve (12) points. This will sunset after three years from the effective date of the action, and the last retention points will be restored to the employee.
3. Alternate Classes – Classes which are budgeted as alternate classes (e.g. office Assistant II/I), as stated in the Personnel Allocation Resolution, shall be treated as one class for purposes of determining retention points.
4. Ties – In cases where two or more employees are tied with the same number of retention points, the following factors shall be considered in order for the purpose of breaking the tie: total County service (including El Dorado County service prior to the most current period of employment); letters of reprimand; Department Head determination. Letters of reprimand will be considered as tie breaking criteria for up to three years from the date of issuance.
5. Volunteers For Layoff-An employee who occupies a position within a class within a department affected by a layoff and/or displacement may volunteer to be laid off in place of another employee who has fewer retention points and who would otherwise be laid off. Such employee shall be entitled to the same rights and restoration privileges as other employees in accordance with this Article.

D. Layoff Privileges

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

1. Displacing in a Lower Class
An employee affected by layoff may, at his/her discretion, in lieu of layoff, displace an employee in a class previously held by the employee. Retention point computation for displacement purposes are made as determined for the original layoff. This is considered a voluntary demotion.
2. Restoration
Restoration shall be in inverse order of layoff. Names of employees with permanent status who have been laid off will be placed on an appropriate restoration list for their classification and department in order of Retention Points. The list will extend for a period of two (2) years. Employees shall also have restoration rights to a classification which has been replaced by a reclassification of the classification which the person previously had permanent status, provided that the duties have remained essentially the same. This list shall be maintained in the Department of Human Resources. This includes employees taking voluntary demotions in lieu of layoff who shall be placed on a restoration list for the class from which they were reduced. Three refusals to accept restoration from a departmental layoff list will remove the eligible individual's name from that list unless the offer of restoration 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 restoration 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 Department of Human Resources.

3. Transfer and Demotion

Employees to be laid off may be permitted to transfer or demote at the discretion of the appropriate Department Head(s) prior to the layoff effective date. Transfer or demotion may be made to any funded vacant position where the duties of which, in the judgment of the Department Head and Director of Human Resources, they are capable of performing. However, transfer will not be permitted to a position in another County department if a departmental layoff list exists for that class. When an employee transfers or demotes in accord with provisions of this Article and is required by the Department Head to complete a new probationary period, which results in his rejection during probation, he shall not be required to forfeit his status on any layoff list.

4. Placement in Other Departments

In accordance with rules on order of layoff, an employee who shall be laid off shall have a right to be placed in a vacant position in the same class in another department which the department has determined to fill. Referral to vacant positions shall be offered based upon the inverse order of layoff. The new appointing authority shall have up to ninety (90) days to evaluate the employee's performance. If the appointing authority determines that the employee's performance does not meet job standards, the employee will be returned to the layoff list. The employee will, in accordance with the rule on restoration, be eligible for placement in another vacant position in the same class which a department has determined to fill, according to the provisions above.

5. 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.

6. Employment Interviews

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

7. 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:

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

8. Meet and Confer

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

E. Deviation from Retention Points

The Board of Supervisors may approve deviations from the order of layoff by retention points or demotions in lieu of layoff (bumping) when retention points order alone would result in retaining employees unable to maintain a satisfactory level of performance in the department affected. In such cases, the Department Head shall fully justify and document the reasons therefore. The affected employees shall be provided a written notice of the department's request, reasons therefore and the date the Board of Supervisors shall consider the department's request.

F. Appeal of Layoff

1. Right of Appeal

- a. Permanent employees receiving a notice of layoff shall have the right to appeal solely on the issue of whether or not there was compliance with the procedures prescribed in this Article.
- b. The right of appeal is limited to the scope and process provided in this section, "Appeal of Layoff".
- c. The scope of any appeal shall not include such issues as the need for layoff, the reasons for layoff, or the exercise of other County prerogatives involved in layoff.
- d. 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.

2. Notice and Timing of Appeal

- a. Appeals shall be filed in writing with the Director of Human Resources.
- b. Appeals shall be filed within five (5) working days after the date of service of the notice of layoff as provided in Article 16. B.3.
- c. The notice of appeal shall state the employee's reasons for the appeal consistent with Article 16. F.1.

3. Responsibilities of the Director of Human Resources

- a. The Director of Human Resources shall within three (3) working days of receipt of an appeal forward a copy of the appeal to the EDCCAA.
- b. 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.

4. Layoff Arbitration Panel

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

- a. Appeals shall be heard by a tripartite panel consisting of:
 - i. A representative designated by the County Director of Human Resources.
 - ii. A representative designated by the Association.
 - iii. A neutral member selected in accordance with Article 16. F.4. b.
- b. The neutral Layoff Arbitration Panel member shall be chosen by:
 - i. Mutual agreement between the County and EDCCAA or their designated representatives within five (5) working days of notification to the Association of an appeal.
 - ii. If the County and the EDCCAA fail to name a neutral arbitration panel member within five (5) working days of notification to the EDCCAA of the appeal, a member of the Civil Service Commission (CSC) shall serve as the neutral third member of the arbitration panel.
 - (a) Either party may notify the Chair of the CSC of their inability to agree on a neutral;

- (b) 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.
 - (c) The Chair of the CSC shall name a member of the CSC to serve as the neutral member of the Layoff Arbitration Panel and an alternate.
- c. The Layoff Arbitration Panel shall convene and open the hearing within fifteen (15) working days of the initial filing of the appeal. Representatives to the arbitration panel shall be named with primary consideration being given to their availability to meet within the fifteen (15) working day time limit.
- i. 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.
 - ii. 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.

5. Hearing Process

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

6. Decision

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

ARTICLE 17. DISCIPLINARY APPEALS

Section 1. Right of Appeal

An employee represented by this unit, having obtained permanent status in the County's Civil Service System, shall have the right to appeal a termination, demotion in class or

salary step, or suspension without pay. Such appeal shall be in accordance with the provisions of County Resolution 228-84, Section 207.

Section 2. Merit System Exclusion

In the event any provision herein, as it may apply to any employee of the county subject to Section 19800 et. seq. of the California Government Code, is determined by the Executive officer of the State Personnel Board to be in conflict with Local Agency personnel Standards (Title 2, Administration, Division 5. LAPS), such provision shall be null and void as regards those employees, and Local Agency Personnel Standards shall supersede and prevail.

ARTICLE 18. GRIEVANCE PROCEDURE

A. Intent

It is the intent of this procedure to provide for an orderly and equitable procedure for the resolution of misunderstanding and disputes between the County and its employees and/or the Association. The use of this procedure in resolving employee grievance shall not be held against any employee.

B. Informal Discussion

Every effort should be made to settle grievances, performance issues, and related disputes 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 and may seek assistance from a shop steward and/or labor representative to discuss the problem in an effort to clarify the issue and to work cooperatively toward settlement.

C. Scope of Grievances

1. A grievance is a claimed violation, misapplication or misinterpretation of the provisions of a Memorandum of Understanding or employee protections contained in ordinances, resolutions, personnel rules or written policies, adversely affecting an employee's wages, hours or conditions of employment.
2. Specifically, excluded from the scope of grievances are:
 - (a) Subjects involving the amendment or change of Board of Supervisor resolutions and ordinances, which do not incorporate the provisions of this Memorandum of Understanding or other employee protections contained in ordinances, resolutions, personnel rules or written policies.
 - (b) Discrimination complaints that allege violations of equal employment opportunity laws or employment discrimination. Such complaints shall be processed pursuant to the County Policy Prohibiting Discrimination, Harassment and Retaliation for employees who are not covered by the State Merit System and will be processed under the California Administration

Code, Title 2, Division 5, Local Agency Personnel Standards for employees who are covered by the State Merit System.

- (c) Appeals of the "Reduction in Force" Articles and Policies which fall under the appeal process contained within that policy.
- (d) Appeals of disciplinary actions resulting in termination, demotion, suspensions without pay. Such complaints shall be processed pursuant to the County's Civil Service Appeal Procedure for employees who are not covered by the State Merit System and will be processed under the California Administrative Code, Title 2, Division 5, Local Agency Personnel Standards for employees who are covered by the State Merit System.
- (e) Internal department operational policies and procedures which determine the methods, processes, means and places of providing services except as those policies affect the terms and conditions of employment.

D. Definitions

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

E. Grievance Procedure

The 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.

1. Employee-Initiated Grievance

- (a) The employee shall prepare a written grievance within twenty-five (25) working days of the incident or occurrence giving rise to the complaint. The employee shall submit the grievance to the immediate supervisor and Department Head or designated manager. The grievance shall describe the issue, identify the Article of the Memorandum of Understanding or section of written policy, rule, resolution or ordinance which the employee feels has been violated and the requested remedy.
- (b) The Department Head or designated manager shall investigate the grievance. The Department Head or designated manager's investigation should include a meeting with the grievant and their representative. The Department Head or designated manager shall respond to the grievance in writing within ten (10) working days of receipt of the grievance. The Department Head shall sign the response to the grievance.

- (c) If the Department Head or designated manager's written response does not resolve the grievance, the grievant, within five working days, shall submit the grievance to the Director of Human Resources or his/her designee. The Director of Human Resources designee shall not be from the same Department(s) where the grievance arose.
- (d) The Director of Human Resources or designee shall investigate the grievance. The Director of Human Resources or his/her designee's investigation should include meeting with the grievant or his/her representative. The Director of Human Resources or designee shall respond to the grievance in writing within fifteen (15) working days.

2. Association Initiated Grievance

- (a) The Association shall submit a written grievance to the Director of Human Resources within twenty-five (25) working days of the incident giving rise to the grievance, with copies to affected Department Heads.
- (b) The Director of Human Resources shall investigate the grievance and, within twenty (20) working days, shall issue a written response to the grievance.

F. Arbitration

- 1. If the Director of Human Resources' written response to either an employee or Association initiated grievance fails to resolve the grievance, the Association may submit the grievance to arbitration for resolution. The decision of the arbitrator is final and binding on all parties, subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.
- 2. The grievant's representative and the Director of Human Resources shall attempt to mutually agree on an acceptable arbitrator for the dispute. If no agreement can be reached on an arbitrator within five (5) working days, a list of seven (7) names from the California State Conciliation and Mediation Service shall be obtained. The parties shall alternately strike names until only one name remains, which name shall be the arbitrator in the dispute. The party to strike the first name shall be chosen by lot.

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

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

G. Basic Rules:

- 1. Costs - All costs of arbitration or Civil Service Commission incurred jointly by both parties to the final resolution process shall be borne equally by the parties.

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

2. Time Limits - If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level. Time limits may be waived by mutual written consent of the parties.
3. Representation - The grievant may be represented by a person of his/her choice at any formal level of this procedure. At the formal and final stages of this grievance procedure, an employee may be represented by a shop steward or person designated by the Association unless otherwise agreed upon by the Association and Director of Human Resources.
4. Shop Stewards- The Association may be accompanied by a shop steward or one other County employee of his/her choice at the informal level of this procedure. At the formal and final stages of this grievance procedure, an employee may be represented by a shop steward or person designated by the Association unless otherwise agreed upon by the Association and Director of Human Resources.
5. Release Time- The grievant may take reasonable county time without loss of pay to prepare his/her grievance and meet with County representatives regarding the grievance.
6. Association designated shop stewards may take a reasonable amount of time, as determined by the Director of Human Resources, without loss of pay to assist a grievant in preparing and presenting a grievance. Only one shop steward will be allowed release time to assist any one grievant or on any one grievance.

ARTICLE 19. RENEGOTIATIONS

Section 1. Successor Agreement

In the event that either party desires to negotiate a successor Memorandum, the party shall serve upon the other its written request to commence negotiations, provided that negotiations shall begin no later than 90 calendar days prior to the termination date of this Memorandum absent mutual agreement to the contrary.

Section 2. Notification of Representatives

The parties shall notify one another of the names of their designated representatives at least thirty (30) days in advance of the first meeting.

Section 3. Negotiations During Work Hours

EDCCAA representatives, not to exceed three (3) in number, shall be granted reasonable time off without loss of compensation or other benefits in order to participate in negotiations. Every effort shall be made to schedule negotiations during regular business hours to the extent practicable. Participation in negotiations does not release any employee from responsibilities of their full-time employment requiring immediate attention or action (for example, scheduled court appearances or emergency/callback).

ARTICLE 20. PEACEFUL PERFORMANCE

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. EDCCAA agrees that under no circumstances will the EDCCAA 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.

In the event of any work stoppage, during the term of this Memorandum of Understanding, whether by the Association or by any member of the bargaining unit, the Association by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the County. In the event of any work stoppage the EDCCAA promptly and in good faith performs the obligations of this paragraph, and providing that the EDCCAA had not otherwise authorized, permitted or encouraged such work stoppage, the EDCCAA 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.

A. Job Action - Sick Outs

1. Amending Resolution #227-84, Section 304

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

- a. The Department Heads of the departments specified in the CAO declaration shall require that each employee who is unable to report for duty due to illness or injury that is requesting sick leave shall provide a certificate completed and signed by a licensed physician or other qualified medical

professional. This certificate shall show that the physician examined the employee during the period of absence from work, state the date of each examination, describe the physician's diagnosis of the employee's illness or nature and extent of the employee's injury and certify that the physician has recommended that the employee be excused from work for medical reasons, and the specific number of days of the recommended excuse. Such medical verification shall be provided to the Department Head within three (3) working days of the employee's return to work.

- b. The employee shall also provide a sworn affidavit justifying their claim of sick leave. Such affidavit shall be provided to the employee by the Department Head upon their return to work. Each request for sick leave time will be evaluated individually at the time the required documentation is received.
- c. An employee shall not be allowed sick leave credit and shall not be compensated for any period of absence unless he/she has complied with the requirements of this policy and unless the information provided therein and otherwise required of or provided by the employee is deemed to substantiate the claimed illness or injury. The employee may appeal a denial of sick leave through the County's Grievance Procedure.
- d. It is recognized that the facts which constitute the basis for use of sick leave may vary considerably from employee to employee and that in rare instances, the specific requirements of this rule may not be appropriate or feasible. Accordingly, discretionary variances, (but not waivers from the requirements of these rules) may be considered and allowed by the CAO or his/her designee. Any such variance shall, if feasible, provide for an acceptable alternative means by which the employee involved shall provide assurance of the existence of facts which are adequate as a basis for proper use of sick leave.

ARTICLE 21. FULL UNDERSTANDING, MODIFICATION, WAIVER

This Memorandum of Understanding sets forth the full and entire understanding regarding the matters set forth herein, and any other prior or existing understandings or agreements relating to such matters are hereby superseded or terminated as appropriate. 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, unless made and executed in writing by all the parties hereto, and if required, approved and implemented by the County.

ARTICLE 22. 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 23. ECONOMIC HARDSHIP

At any time after the effective date of this comprehensive MOU, upon 30 calendar days written notice to the Association, the County may reopen this agreement for renegotiation regarding future increases in compensation if a financial shortfall in the County budget has occurred that has caused the Board of Supervisors to actually reopen negotiations with other employee groups with negotiated MOUs or adopted Salary and Benefit Resolution, except with respect to any salaries governed by Section 504 of the El Dorado County Charter. Any notice provided subject to this section must include evidence demonstrating the basis for the claim of hardship.

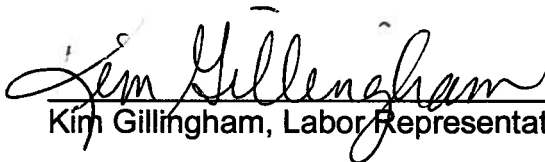
In witness whereof, the parties hereto have caused this Memorandum of Understanding to be executed by affixing their signatures below.

COUNTY OF EL DORADO

EL Dorado County Criminal Attorneys Association



Karl Knoblauch
Director of Human Resources



Kim Gillingham, Labor Representative

Date 1/6/2012

Date 1-6-2012

Joe Alexander, President

Chairman
Board of Supervisors

Date _____

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

By _____
Deputy Clerk

DEFINITION OF TERMS

ACTUAL SERVICE for the purposes of determining the amount of sick leave and vacation earned by an employee shall mean the number of hours worked in an allocated position within a biweekly pay period or while absent from work with pay but shall not include compensatory time earned or overtime.

ALLOCATED POSITION shall mean a position within a classification established by the Personnel Allocation Resolution and funded through the County's budget process.

ANNIVERSARY DATE of an employee shall be the first day of the biweekly pay period following their employment date or their previously established anniversary date for employees hired before January 1, 1971.

APPOINTING AUTHORITY shall mean the board, officer, or person having the power by lawfully delegated authority to make appointment to or removal from positions in County service. Unless otherwise specified by law, Department Heads shall have delegated to them the authority to appoint and terminate employees in classifications within their department.

BASE HOURLY RATE shall mean the hourly rate corresponding to the salary step in the salary range of the classification to which the employee is appointed.

BOARD when used alone means the Board of Supervisors of El Dorado County.

CIVIL SERVICE means those positions in County service which are designated by the Board of Supervisors as subject to the provisions of Civil Service Ordinance Chapter 2.60.

COMPENSATORY TIME OFF means time off with pay which an employee accrues instead of cash compensation.

CONFIDENTIAL EMPLOYEE means, for purposes of this Resolution, an Unrepresented employee who occupies a classification listed in Attachment A as Unrepresented Confidential.

ELECTED OFFICIAL'S PERSONAL STAFF means, employees who are selected and appointed by the elected official, serve at the elected official's pleasure, and are not subject to the County's civil service system. These employees are also exempt from the overtime provisions of the Fair Labor Standards Act. These employees accrue the same benefits as Unrepresented Confidential employees.

CONTINUOUS SERVICE means, for the purposes of this Resolution only, that service commencing with the employee's anniversary date and continuing until broken by resignation or dismissal from County service for the purpose of determining eligibility for sick leave allowance, eligibility for longevity advances, vacation eligibility and accruals, and eligibility for merit step advancement. Service as an Extra Help, CETA, Provisional employee or Reserve Deputy shall not count toward continuous service.

COUNTY OFFICER means those officers enumerated in Section 24000 of the Government Code.

COUNTY SERVICE means all positions in all departments as herein defined that are subject to control and regulation of the Board of Supervisors.

DEMOTION means the movement of an employee to another position in a class where the top step of the salary range is at least five percent (5%) lower than the top step of the employee's current class, or the movement to a lower salary step within the employee's salary range.

DEPARTMENT means any of those offices, departments, or organizational units of County government.

DEPARTMENT HEAD shall mean an officer enumerated in Government Code 24000 or otherwise designated by the Board of Supervisors to serve as the administrative head of a department.

EXECUTIVE MANAGEMENT EMPLOYEE means an Unrepresented Administrative Management employee who has been designated to have responsibility for advising the Board of Supervisors on multi-department organizational and operational issues and County-wide Board policy issues.

EXEMPT EMPLOYEE means an employee who has been designated by the County to be elective, executive, administrative, professional or other category specifically exempted from the overtime pay requirements of the Fair Labor Standards Act and interpretive and administrative regulations.

EXTRA HELP EMPLOYEE means a person who is hired for temporary, sporadic, seasonal, etc. employment by the County and who has not been appointed as a result of a competitive process to an allocated position.

FULL-TIME EMPLOYEE means an employee who is appointed to an allocated position which requires full-time work as defined herein.

FULL-TIME WORK shall normally mean eight (8) hours per day and five (5) days per calendar week, however, specific departments may be utilize a ten (10) hour per day, four (4) day per week work schedule or other approved alternate work schedule.

HOLIDAYS means those days enumerated in this Resolution applicable to the individual employee.

MANAGEMENT EMPLOYEE refers to Department Heads, elected officials and administrative management. Management employees are responsible for formulation, administration or managing the implementation of County policies or programs.

NON-CIVIL SERVICE means the performance of duties by employees in a position or capacity to which civil service status does not attach and who is exempted by the El Dorado County Ordinance 2.60, Section 2.60.060 or those involving:

- The rendering of professional, scientific, technical or expert contract services;
- Services of a temporary or extra help nature;
- Services, which by reason of unusual or special employment conditions are contracted for on a special flat rate or fee basis.

NON-EXEMPT EMPLOYEE means an employee designated by the County to be in a category other than professional, administrative, elective or executive or other related capacity and subject to the overtime pay requirements of the FLSA and interpretive and administrative regulations.

PART-TIME EMPLOYEE means an employee who is appointed to an allocated position which requires a total number of hours to be worked which is less than fulltime work.

PAY PERIOD means fourteen (14) designated calendar days which includes the normal eighty (80) hour bi-weekly pay cycle.

PAY STATUS means whenever an employee is at work, absent on a paid holiday, absent on leave with pay, or absent on authorized compensatory time off.

PROMOTION means the change of an employee to a position in a class allocated to a salary range where the top step is at least five percent (5%) higher than the top step of the class which the employee formerly occupied.

PROVISIONAL EMPLOYEES are categorized as Extra Help employees who have worked in excess of 1000 hours during one (1) year from date of hire and whose continued employment has been approved by the Chief Administrative Officer in accordance with policy. Provisional status employees shall be compensated in the same manner as extra help employees except that they shall receive PERS Retirement and Health/Dental Insurance benefits only.

RECLASSIFICATION means the act of changing the allocation of a position by raising it to a higher class or reducing it to a lower class on the basis of significant changes which have occurred over time and are reflected in the nature, difficulty or responsibility of duties performed in the position.

REGULAR EMPLOYEE means a person who has been appointed to an allocated position as a result of a competitive recruitment process, or in accordance with law. Extra help, provisional, and/or contract employees are not regular employees.

SATISFACTORY SERVICE means meeting the work, performance and conduct standards established by the department. Eligibility as to periods of service required for merit step advancements shall be verified by the Human Resources Department.

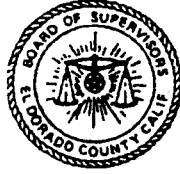
VETERAN means a person satisfying the definition specified in the Military and Veterans Code.

ATTACHMENT A

All At Step 1 of Salary Range	01/06/07
Deputy District Attorney I	26.60
Deputy District Attorney II	31.24
Deputy District Attorney III	36.76
Deputy District Attorney IV	43.22
Deputy Public Defender I	26.60
Deputy Public Defender II	31.24
Deputy Public Defender III	36.76
Deputy Public Defender IV	43.22
Child Support Attorney I	26.60
Child Support Attorney II	31.24
Child Support Attorney III	36.76
Child Support Attorney IV	43.22
Senior Citizens Attorney I	26.60
Senior Citizens Attorney II	31.24
Senior Citizens Attorney III	36.76

ATTACHMENT B

See attached document.



RESOLUTION NO. 233-2009

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, representatives of the County of El Dorado and representatives of the El Dorado County Criminal Attorney Association have met and conferred in good faith in regard to further cost saving issues for the period covering the current and future fiscal years; and

WHEREAS, said representatives have reached tentative agreement in regard to modification of Article 10 Leaves, Section 1 Management Leave of the current Memorandum of Understanding between the County of El Dorado and the El Dorado County Criminal Attorney Association covering the period of May 12, 2009 through June 30, 2010; and

WHEREAS, said representatives have reached tentative agreement to suspend the cash out provision of management leave until July 1, 2011 and to modify the management leave distribution from a current calendar year to a fiscal year under Article 10, Section 1; and

WHEREAS, members of the El Dorado County Criminal Attorney Association have voted during the week of October 5, 2009 and ratified the negotiated changes to the terms and conditions of employment contained within the attached Letter of Understanding to modify the Memorandum of Understanding, Article 10, Section 1 to both suspend the cash out provision of management leave and to modify the management leave distribution as attached.

THEREFORE BE IT RESOLVED, that the Board of Supervisors for the County of El Dorado approve and adopt and authorize the Chair to sign this Resolution to implement the attached Letter of Agreement, Article 10, Section 1 to amend the Memorandum of Understanding between the County of El Dorado and El Dorado County Criminal Attorney Association limited to Article 10, Section 1 for the period October 20, 2009 through June 30, 2011 and authorize Chair to sign Letter of Agreement. The attached Letter of Agreement Article 10 Section 1 shall be implemented as soon as feasible as determined by the County of El Dorado.

THEREFORE BE IT FURTHER RESOLVED, that the Board of Supervisors for the County of El Dorado directs the Human Resources Department and Payroll to implement the changes as soon as feasible as contained therein.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 20th day of October 2009, by the following vote of said Board:

Ayes: Sweeney, Santiago, Knight, Nutting, Briggs

Noes: none

Absent: none

Attest:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By:

Deputy Clerk

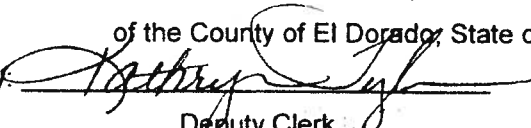
Chairman, Board of Supervisors
Ron Briggs

I CERTIFY THAT:

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

DATE: 10/26/09

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

By: 
Deputy Clerk

**Letter of Agreement
Between the County of El Dorado
And
El Dorado County Criminal Attorneys' Association
August 2009**

This letter memorializes the agreement between the County of El Dorado (County) and the El Dorado County Criminal Attorneys' Association (EDCCAA) representing employees in the Criminal Attorney bargaining unit to amend the Memorandum of Understanding (MOU) with a term of May 12, 2009 through June 30, 2010. The intent of this amendment to the Memorandum of Understanding is to both suspend the cash out provision of management leave until July 1, 2011 and to modify the management leave distribution under Article 10, Section 1 as follows:

ARTICLE 10. LEAVES

Section 1. MANAGEMENT LEAVE


Effective July 1, 2011, employees shall receive eighty (80) hours of management leave in pay period 15 of each year, as set forth below.

- A. Part-time employees shall receive a prorated share of management leave based upon their ongoing work schedule. This applies to all sections of this agreement.
- B. Employees hired after **January 1** of each year shall receive half the designated entitlement of management leave.
- C. The following temporary provisions shall be effective immediately upon approval of the CA Unit and the Board of Supervisors and shall govern the provision of management leave until July 1, 2011:
 - **The CA bargaining unit agrees to immediately freeze the management leave cash out option until July 1, 2011.**
 - **CA bargaining unit members have until June 30, 2010 to use up any current management leave balances. Any accrued balance not used by June 30, 2010 will be eliminated.**
 - **Effective January 1, 2010, CA bargaining unit members will receive 60 hours of management leave in the first full pay period of January 2010. This leave cannot be cashed out at any time. Any accrued balance not used by June 30, 2010 will be eliminated.**
 - **Effective July 1, 2010, CA bargaining unit members will receive 60 hours of management leave. This leave cannot be cashed out at any time. CA**

bargaining unit members have until June 30, 2011 to use any management leave balances. Any leave balance not used by June 30, 2011 will be eliminated.


- Effective July 1, 2011, CA bargaining unit members will receive 80 hours of management leave. The cash out provisions in sub-section D below shall apply.
- D. Effective the Fiscal Year beginning the first full pay period with the date of July 1, 2011, CA bargaining unit members will receive 80 hours of management leave. Payment for any unused management leave may be requested by the employee in writing only during the pay periods which include September 30; December 15; March 31; and June 15 in eight (8) hour increments, with appropriate notification to the Auditor's Department.
- E. Any employee who does not exhaust all of their management leave by June 30th of each fiscal year may be paid, at the base hourly rate for any remaining unused management leave, only as provided in this section, 1 D. Any unused or unpaid hours remaining June 30th will be eliminated and such leave will not be carried over from one fiscal year to another.

County of El Dorado


M. Allyn Bulzomi
Director of Human Resources

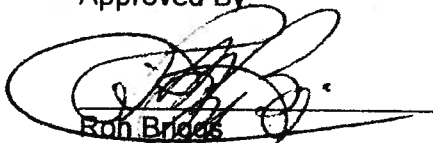
DATE: 10/21/09

El Dorado County
Criminal Attorney Association


Kim Gillingham
Labor Representative

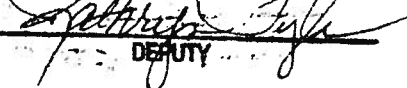
DATE: 10/2/09

Approved By:


Ron Bridges
Chair of the Board of Supervisors

DATE: 10-20-09

ATTEST: SUZANNE ALLEN de SANCHEZ,
Clerk of the Board of Supervisors

By 
DEPUTY