

Board of Supervisors Actions Affecting the 2019 Salary Schedule

Board Date	Legistar Number	Reso Number	Effective Date	New Class	Salary	Bargaining Unit Change	Title Change	Class Spec Update	Abolish Class
11/7/2017	14-1649	164-2017	1/1/2019		X				
12/19/2017	17-1358	196-2017	See MOU		X				
9/11/2018	18-1363	190-2018	See MOU		X				
1/29/2019	19-0022	014-2019	1/29/2019	X	X	X			
3/5/2019	19-0282	021-2019	3/16/2019		X	X	X		X
4/2/2019	19-0465	044-2019	4/13/2019	X	X	X			
4/2/2019	19-0468	046-2019	4/13/2019	X	X	X			
4/23/2019	19-0596	057-2019	4/27/2019	X	X	X			
4/30/2019	19-0643	059-2019	5/11/2019	X	X	X	X		X
4/30/2019	19-0540	062-2019	5/11/2019				X		
5/14/2019	19-0655	077-2019	5/14/2019		X				
6/4/2019	19-0854	084-2019	6/4/2019		X				
7/16/2019	19-1029	112-2019	7/16/2019	X	X	X	X		X
7/16/2019	19-1042	113-2019	7/16/2019	X	X	X			
7/23/2019	19-1074	119-2019	8/3/2019	X	X	X			
8/6/2019	19-1135	123-2019	8/17/2019				X		
8/13/2019	19-1160	129-2019	8/17/2019				X		
8/27/2019	19-1196	133-2019	8/31/2019			X			
8/27/2019	19-1227	134-2019	8/31/2019			X			
8/27/2019	19-1239	143-2019	8/31/2019	X	X	X			
9/10/2019	19-1284	144-2019	9/14/2019			X			
9/10/2019	19-1294	145-2019	9/14/2019		X				
9/10/2019	19-1338	147-2019	9/14/2019		X				
9/17/2019	19-1335	156-2019	See MOU		X				
9/17/2019	19-1224	153-2019	9/28/2019	X	X	X	X		
9/17/2019	19-1235	154-2019	9/28/2019				X		
9/17/2019	19-1353	155-2019	9/28/2019		X			X	
10/8/2019	19-1440	165-2019	10/12/2019				X	X	
10/22/2019	19-1488	180-2019	10/26/2019	X					X
11/5/2019	19-1520	188-2019	See MOU		X				
12/17/2019	19-1700	221-2019	12/21/2019		X				
12/17/2019	19-1699	232-2019	12/21/2019		X				
12/17/2019	19-1184	237-2019	12/21/2019			X			
12/17/2019	19-1184	238-2019	12/21/2019		X	X			
1/7/2020	20-0003	003-2020	11/9/2019		X				



RESOLUTION NO. 014-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 301 of the County of El Dorado Personnel Rules Resolution #015-2014 applicable to represented and unrepresented employees, at the recommendation of the Human Resources Department, the Board of Supervisors shall approve all new classes and class specifications, abolish classes, and determine the representation unit or units to which each class is assigned; and

WHEREAS, in accordance with Section 1303 of the County of El Dorado Personnel Rules Resolution #015-2014 applicable to represented and unrepresented employees, and Section 601 of the El Dorado County Salary and Benefits Resolution #260-2018 applicable to unrepresented employees, the Board of Supervisors shall by Resolution establish the salary for all authorized positions within the County.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the job class number, salary range and bargaining unit for the new classification as set forth below, effective upon Board adoption.

Job Class. No.	Classification	Bargaining Unit	Salary Range
0163	Manager of Emergency Medical Services and Emergency Preparedness and Response Programs	MA	\$47.36 - \$57.57 \$8,209.07 - \$9,978.80

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 29th day of January, 2019, by the following vote of said Board:

Ayes: Veerkamp, Frentzen, Hidahl, Parlin, Novasel

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

Noes: None
Absent : None

By: Kyra Schaffenberg
Deputy Clerk

Sue Novasel
Chair, Board of Supervisors
Sue Novasel



RESOLUTION NO. 021-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 501 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, at the recommendation of the Human Resources Department, the Board of Supervisors shall approve all new classes and class specifications, abolish classes, and determine the representation unit or units to which each class is assigned; and

WHEREAS, in accordance with Section 604 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, and Section 601 of the El Dorado County Salary and Benefits Resolution #260-2018 applicable to unrepresented employees, the Board of Supervisors shall by Resolution establish the salary for all authorized positions within the County; and

WHEREAS, in accordance with Section 602 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, and Section 401 of the El Dorado County Salary and Benefits Resolution #260-2018 applicable to unrepresented employees, the Board of Supervisors shall by Resolution specify the number and classification of all authorized positions for each department of the County.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the new salary range as set forth below and amends the Salary Schedule, effective the first pay period following adoption.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the new bargaining unit as set forth below, and amends the Salary Schedule, effective the first pay period following adoption.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby abolish the classification of Community Services Officer, effective the first pay period following adoption.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the classification title changes as set forth below and amends the Authorized Personnel Allocation Resolution #132-2018 and Salary Schedule, effective the first pay period following adoption.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the reclassification/allocation changes as set forth below and amends the Authorized Personnel Allocation Resolution #132-2018 and Salary Schedule, effective the first pay period following adoption.

Salary Range Change				
Job Class. No.	Bargaining Unit	Classification Title	Old Salary Range	New Salary Range
1322	CO	Executive Assistant to the Chief Administrative Officer	\$20.57 - \$25.00 \$3,565.47 - \$4,333.33	\$20.77 - \$25.25 \$3,600.13 - \$4376.67

Bargaining Unit Change			
Job Class. No.	Classification Title	Old Bargaining Unit	New Bargaining Unit
3183	Sr. GIS Analyst	GE	PL

Classification Title Changes			
Job Class. No.	Bargaining Unit	Current Classification Title	New Classification Title
5925	GE	Property/Evidence Technician	Sheriff's Property/Evidence Technician
5928	SU	Supervising Property Evidence Technician	Sheriff's Property/Evidence Technician Supervisor

Reclassifications/Allocation Changes						
Department	Job Class No.	Class Title	Departmental Total Positions			
			Allocated	Filled	Proposed	New Allocation
Chief Administrative Office (Admin – Budget & Operations)	1305	Administrative Technician	2.0	1.0	-1.0**	1.0
Chief Administrative Office (Admin – Budget & Operations)	1322	Executive Assistant to the Chief Administrative Office	0.0	0.0	+1.0	1.0
Sheriff's Office	2801	Community Services Officer	2.0	2.0	-2.0	0.0
Sheriff's Office	2716/2717	Sheriff Technician I/II	34.0	28.0	+2.0	36.0
Public Defender's Office	2101/2102	Office Assistant I/II	1.0	1.0	-1.0*	0.0
Public Defender's Office	2104	Sr. Office Assistant	0.0	0.0	+1.0	1.0
District Attorney's Office	2101/2102	Office Assistant I/II	3.8	3.8	-3.0*	0.8
District Attorney's Office	2104	Sr. Office Assistant	0.0	0.0	+3.0	3.0
District Attorney's Office	2101/2102	Office Assistant I/II – Limited Term	1.0	1.0	-1.0*	0.0
District Attorney's Office	2104	Sr. Office Assistant – Limited Term	0.0	0.0	+1.0	1.0

*The incumbents are being reclassified.

**The position is vacant.

Abolish Classification	
Job Class. No.	Classification Title
2801	Community Services Officer

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 5th day of March, 2019, by the following vote of said Board:

Ayes: Frentzen, Hidahl, Veerkamp, Parlin, Novasel

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

Noes: None
Absent : None

By: Kyra Schaufenberg
Deputy Clerk

Sue Novasel
Sue Novasel, Chair, Board of Supervisors



RESOLUTION NO. 044-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 501 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, at the recommendation of the Human Resources Department, the Board of Supervisors shall approve all new classes and class specifications, abolish classes, and determine the representation unit or units to which each class is assigned; and

WHEREAS, in accordance with Section 604 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, and Section 601 of the El Dorado County Salary and Benefits Resolution #260-2018 applicable to unrepresented employees, the Board of Supervisors shall by Resolution establish the salary for all authorized positions within the County.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the job class number, salary range, and bargaining unit for the new classification as set forth below, and amends the salary schedule, effective the first pay period following adoption.

New Classification			
Job Class. No.	Bargaining Unit	Classification Title	Salary Range
5117	GE	Sr. Paralegal	\$24.60 - \$29.90 \$4,264.00 - \$5,182.67

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 2nd day of April, 2019, by the following vote of said Board:

Ayes: Veerkamp, Frentzen, Hidahl, Parlin, Novasel

Noes: None
Absent : None

Attest:
James S. Mitrinin
Clerk of the Board of Supervisors

By: Kyra Schaufensberg
Deputy Clerk

Sue Novasel
Sue Novasel, Chair, Board of Supervisors



RESOLUTION NO. 046-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 501 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, at the recommendation of the Human Resources Department, the Board of Supervisors shall approve all new classes and class specifications, abolish classes, and determine the representation unit or units to which each class is assigned; and

WHEREAS, in accordance with Section 602 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, and Section 401 of the El Dorado County Salary and Benefits Resolution #260-2018 applicable to unrepresented employees, the Board of Supervisors shall by Resolution specify the number and classification of all authorized positions for each department of the County; and

WHEREAS, in accordance with Section 604 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, and Section 601 of the El Dorado County Salary and Benefits Resolution #260-2018 applicable to unrepresented employees, the Board of Supervisors shall by Resolution establish the salary for all authorized positions within the County.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the job class number, salary range, and bargaining unit for the new classification as set forth below, and amends the salary schedule, effective the first pay period following adoption.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the allocation change as set forth below, and amends the Authorized Personnel Allocation Resolution #132-2018, effective the first pay period following adoption.

New Classification			
Job Class. No.	Bargaining Unit	Classification Title	Salary Range
0264	UM	Assistant Director of Child Support Services	\$52.76 - \$64.13 \$9,145.07 - \$11,115.87

Allocation Change						
Department	Job Class No.	Class Title	Departmental Total Positions			
			Allocated	Filled	Proposed	New Allocation
Child Support Services	0263	Assistant Director of Child Support Services/Chief Attorney	1.0	0.0	-1.0*	0.0
Child Support Services	0264	Assistant Director of Child Support Services	0.0	0.0	+1.0	1.0

*The position is vacant.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 2nd day of April, 2019, by the following vote of said Board:

Ayes: Veerkamp, Frentzen, Hidahl, Parlin, Novasel

Attest:

James S. Mitrison
Clerk of the Board of Supervisors

Noes: None
Absent : None

By: Kyra Schaufberger
Deputy Clerk

Sue Novasel
Sue Novasel, Chair, Board of Supervisors



RESOLUTION NO. 057-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 501 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, at the recommendation of the Human Resources Department, the Board of Supervisors shall approve all new classes and class specifications, abolish classes, and determine the representation unit or units to which each class is assigned; and

WHEREAS, in accordance with Section 604 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, and Section 601 of the El Dorado County Salary and Benefits Resolution #260-2018 applicable to unrepresented employees, the Board of Supervisors shall by Resolution establish the salary for all authorized positions within the County.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the job class number, salary range, and bargaining unit for the new classification as set forth below, and amends the salary schedule, effective the first pay period following adoption.

New Classification			
Job Class. No.	Bargaining Unit	Classification Title	Salary Range
6116	EH	Parks Trail Maintenance Worker (Extra Help)	\$15.87 - \$19.28 \$2,750.80 - \$3,341.87

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 23rd day of April, 2019, by the following vote of said Board:

Ayes: Hidahl, Veerkamp, Frentzen, Parlin, Novasel

Attest:
James S. Mitrisin
Clerk of the Board of Supervisors

Noes: None
Absent : None

By: Kyra Schaffnerley
Deputy Clerk

Sue Novasel
Sue Novasel, Chair, Board of Supervisors



RESOLUTION NO. 059-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 501 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, at the recommendation of the Human Resources Department, the Board of Supervisors shall approve all new classes and class specifications, abolish classes, and determine the representation unit or units to which each class is assigned; and

WHEREAS, in accordance with Section 604 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, and Section 601 of the El Dorado County Salary and Benefits Resolution #260-2018 applicable to unrepresented employees, the Board of Supervisors shall by Resolution establish the salary for all authorized positions within the County; and

WHEREAS, in accordance with Section 602 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, and Section 401 of the El Dorado County Salary and Benefits Resolution #260-2018 applicable to unrepresented employees, the Board of Supervisors shall by Resolution specify the number and classification of all authorized positions for each department of the County.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the job class numbers, salary ranges, and bargaining units for the new classifications as set forth herein, and amends the salary schedule, effective the first pay period following adoption.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the classification title changes as set forth herein and amends the Authorized Personnel Allocation Resolution # 132-2018 and salary schedule, effective the first pay period following adoption.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the reclassification/allocation changes as set forth herein and amends the Authorized Personnel Allocation Resolution #132-2018, effective the first pay period following adoption.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby abolish the classifications as set forth herein, effective the first pay period following adoption.

New Classifications			
Job Class. No.	Bargaining Unit	Classification Title	Salary Range
3129	PL/CO	Applications Analyst I	\$31.77 - \$38.62 \$5,506.80 - \$6,694.13
3130	PL/CO	Applications Analyst II	\$35.30 - \$42.91 \$6,118.67 - \$7,437.73
3149	PL/CO	Applications Analyst III	\$37.94 - \$46.12 \$6,576.27 - \$7,994.13
3193	GE	Information Technology Customer Support Specialist III	\$32.32 - \$39.29 \$5,602.13 - \$6,810.27
3157	GE	Information Technology Specialist I – Server Administration	\$26.69 - \$32.43 \$4,626.27 - \$5,621.20

3158	GE	Information Technology Specialist II – Server Administration	\$29.38 - \$35.71 \$5,092.53 - \$6,189.73
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Classification Title Changes			
Job Class. No.	Bargaining Unit	Current Classification Title	New Classification Title
3115/3116	PL	Information Technology Analyst I/II - Networking	Information Technology Analyst I/II – Network Design and Administration
3142	PL	Sr. Information Technology Analyst - Networking	Information Technology Analyst III – Network Design and Administration
3124/3125	PL	Information Technology Analyst I/II – Server Administration	Information Technology Analyst I/II – Server Design and Administration
3145	PL	Sr. Information Technology Analyst – Server Administration	Information Technology Analyst III – Server Design and Administration

Reclassifications/Allocation Changes						
Department	Job Class No.	Class Title	Departmental Total Positions			
			Allocated	Filled	Proposed	New Allocation
Information Technologies	3111/3112/3113	Information Technology Analyst Trainee/I/II - App/Web Dev/Support	6.0	6.0	-6.0*	0.0
Information Technologies	3117/3118/3119	Information Technology Analyst Trainee/I/II – Office Systems	1.0	1.0	-1.0*	0.0
Information Technologies	3120/3121/3122	Information Technology Analyst Trainee/I/II - Operating Systems	1.0	1.0	-1.0*	0.0
Information Technologies	3176	Information Technology Department Coordinator	1.0	1.0	-1.0*	0.0
Information Technologies	3175	Information Technology Department Specialist	1.0	1.0	-1.0*	0.0
Information Technologies	3141	Sr. Information Technology Analyst - App/Web Dev/Support	3.0	3.0	-3.0*	0.0
Information Technologies	3143	Sr. Information Technology Analyst - Office Systems	2.0	2.0	-2.0*	0.0
Information Technologies	3129/3130	Applications Analyst I/II	0.0	0.0	+9.0	9.0
Information Technologies	3149	Applications Analyst III	0.0	0.0	+1.0	1.0

Information Technologies	3124/3125	Information Technology Analyst I/II - Server Design and Administration	3.0	3.0	+1.0	4.0
Information Technologies	3115/3116	Information Technology Analyst I/II – Network Design and Administration	2.0	2.0	-1.0*	1.0
Information Technologies	3142	Information Technology Analyst III - Network Design and Administration	0.0	0.0	+1.0	1.0
Information Technologies	3193	Information Technology Customer Support Specialist III	0.0	0.0	+3.0	3.0
Information Technologies	3157/3158	Information Technology Specialist I/II – Server Administration	0.0	0.0	+1.0	1.0

*The incumbents are being reclassified.

Abolish Classifications	
Job Class. No.	Classification Title**
3117/3118/3119	Information Technology Analyst Trainee/I/II – Office Systems
3114	Information Technology Analyst Trainee - Networking
3111/3112/3113	Information Technology Analyst Trainee/I/II – App/Web Dev/Support
3120/3121/3122	Information Technology Analyst Trainee/I/II – Operating Systems
3123	Information Technology Analyst Trainee – Server Administration
3141	Sr. Information Technology Analyst – App/Web Dev/Support
3143	Sr. Information Technology Analyst – Office Systems

**Based on the actions listed in this Resolution, there are no longer allocations tied to these classifications.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 30th day of April, 2019, by the following vote of said Board:

Ayes: Veerkamp, Frentzen, Parlin, Novasel

Noes: None

Absent : Hidahl

Attest:

James S. Mitrison
Clerk of the Board of Supervisors

By: Kyra Schaffner
Deputy Clerk

Sue Novasel
Sue Novasel, Chair, Board of Supervisors

RESOLUTION NO. 062-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 501 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, at the recommendation of the Human Resources Department, the Board of Supervisors shall approve all new classes and class specifications, abolish classes, and determine the representation unit or units to which each class is assigned.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the classification title changes as set forth below, and amends the salary schedule, effective the first pay period following adoption.

Classification Title Changes			
Job Class. No.	Bargaining Unit	Old Classification Title	New Classification Title
7825	GE	Food Service Aide	Food Services Aide
8118	SU	Supervising Public Health Nurse	Public Health Nurse Supervisor


PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 30th day of April, 2019, by the following vote of said Board:

Ayes: Frentzen, Veerkamp, Parlin, Novasel

Noes: None
Absent : Hidahl

Attest:
James S. Mitrisin
Clerk of the Board of Supervisors

By: 
Deputy Clerk


Sue Novasel, Chair, Board of Supervisors



RESOLUTION NO. 077-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 604 of the County of El Dorado Personnel Rules Resolution #018-2019, applicable to represented employees, and Section 601 of the El Dorado County Salary and Benefits Resolution #260-2018, applicable to unrepresented employees, the Board of Supervisors shall by Resolution establish the salary for all authorized positions within the County.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

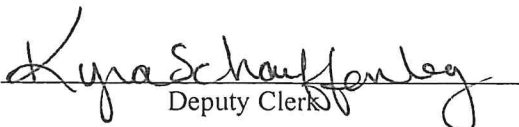
BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the revised salary range for the classification of Sheriff's Support Services Manager as set forth below, and amends the salary schedule effective upon the date of adoption.


Job Class. No.	Classification	Bargaining Unit	Old Salary Range	New Salary Range
2708	Sheriff's Support Services Manager	MA	\$63.54 - \$77.24 \$11,013.60 - \$13,388.27	\$56.80 - \$69.04 \$9,845.33 - \$11,966.93

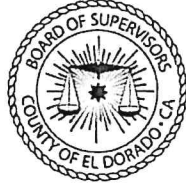
PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 14th day of May, 2019, by the following vote of said Board:

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

Ayes: Frentzen, Veerkamp, Hidahl, Parlin, Novasel
Noes: None
Absent: None

By: 
Deputy Clerk


Sue Novasel, Chair, Board of Supervisors



RESOLUTION NO. 084-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, due to the unrepresented status of elected department heads, the Board of Supervisors may establish the compensation for these positions by resolution pursuant to Section 503 of the County Charter; and

WHEREAS, on May 14, 2019, in open session, the Board of Supervisors directed staff to return to the Board with a Resolution to increase the base salary of the Sheriff/Coroner/Public Administrator by 2.5% to mitigate compaction with subordinate classifications, and to set the salary of the District Attorney equal to that of the Sheriff/Coroner/Public Administrator; and

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby establish that the base salary of the District Attorney shall be maintained so that it is equal to the base salary of the Sheriff/Coroner/Public Administrator.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the salaries for the District Attorney and the Sheriff/Coroner/Public Administrator as set forth below, and amends the salary schedule effective upon the date of adoption.

Job Class. No.	Classification	Old Salary	New Salary
1121	District Attorney	\$97.33 \$16,870	\$113.79 \$19,724
1126	Sheriff/Coroner/Public Administrator	\$111.01 \$19,242	\$113.79 \$19,724

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 4th day of June, 2019, by the following vote of said Board:

Ayes: Veerkamp, Hidahl, Novasel

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

Noes: Frentzen, Parlin
Absent: None

By: Kyra Schaufelenberg
Deputy Clerk

Sue Novasel
Sue Novasel, Chair, Board of Supervisors

PM4:34 HR/RM JUN 7 '19



RESOLUTION NO. 112-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 501 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, at the recommendation of the Human Resources Department, the Board of Supervisors shall approve all new classes and class specifications, abolish classes, and determine the representation unit or units to which each class is assigned; and

WHEREAS, in accordance with Section 604 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, and Section 601 of the El Dorado County Salary and Benefits Resolution #260-2018 applicable to unrepresented employees, the Board of Supervisors shall by Resolution establish the salary for all authorized positions within the County; and

WHEREAS, in accordance with Section 602 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, and Section 401 of the El Dorado County Salary and Benefits Resolution #260-2018 applicable to unrepresented employees, the Board of Supervisors shall by Resolution specify the number and classification of all authorized positions for each department of the County.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the job class numbers, salary ranges, and bargaining units for the new classifications as set forth herein, and amends the salary schedule, effective upon adoption.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the classification title changes as set forth herein and amends the Authorized Personnel Allocation Resolution #105-2019 and salary schedule, effective upon adoption

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the allocation changes as set forth herein and amends the Authorized Personnel Allocation Resolution #105-2019 effective upon adoption.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby abolish the classifications as set forth herein, effective upon adoption.

New Classifications			
Job Class. No.	Bargaining Unit	Classification Title	Salary Range
8103	GE	Licensed Vocational Nurse I	\$20.86 - \$25.35 \$3,615.73 - \$4,394.00
8104	GE	Licensed Vocational Nurse II	\$21.90 - \$26.62 \$3,796.00 - \$4,614.13

Classification Title Changes			
Job Class. No.	Bargaining Unit	Current Classification Title	New Classification Title
5501/5502	CR	Correctional Officer I/II	Sheriff's Correctional Officer I/II
5510	CR	Correctional Sergeant	Sheriff's Correctional Sergeant

Allocation Changes						
Department	Job Class No.	Class Title	Departmental Total Positions			
			Allocated	Filled	Proposed	New Allocation
Health and Human Services Agency	8107	Sr. Licensed Vocational Nurse	1.0	1.0	-1.0*	0.0
Health and Human Services Agency	8103/8104	Licensed Vocational Nurse I/II	0.0	0.0	+1.0	1.0
Health and Human Services Agency	7121	Program Manager	11.7	11.0	-1.0*	10.7
Health and Human Services Agency	0226	Manager of Mental Health Programs	2.0	2.0	+1.0	3.0

*The incumbent is being reclassified.

Abolish Classifications	
Job Class. No.	Classification Title
8106	Licensed Vocational Nurse**
8107	Sr. Licensed Vocational Nurse***

**There are zero allocations tied to this classification.

***Based on the action listed in this Resolution, there is no longer an allocation tied to this classification.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 16th day of July, 2019, by the following vote of said Board:

Ayes: Frentzen, Hidahl, Veerkamp, Parlin, Novasel

Noes: None

Absent : None

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

By: Kyma Schouffele
Deputy Clerk

Sue Novasel
Sue Novasel, Chair, Board of Supervisors



RESOLUTION NO. 113-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 501 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, at the recommendation of the Human Resources Department, the Board of Supervisors shall approve all new classes and class specifications, abolish classes, and determine the representation unit or units to which each class is assigned; and

WHEREAS, in accordance with Section 604 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, and Section 601 of the El Dorado County Salary and Benefits Resolution #260-2018 applicable to unrepresented employees, the Board of Supervisors shall by Resolution establish the salary for all authorized positions within the County.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the job class number, salary range, and bargaining unit for the new classification as set forth herein, and amends the salary schedule, effective upon adoption.

New Classification			
Job Class. No.	Bargaining Unit	Classification Title	Salary Range
5699	SM	Superintendent	\$43.09 - \$52.38 \$7,468.93 - \$9,079.20

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 16th day of July, 2019, by the following vote of said Board:

Ayes: Frentzen, Hidahl, Veerkamp, Parlin, Novasel

Noes: None
Absent : None

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

By: Kyra Schaeffenberg
Deputy Clerk

Sue Novasel
Sue Novasel, Chair, Board of Supervisors



RESOLUTION NO. 119-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 501 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, at the recommendation of the Human Resources Department, the Board of Supervisors shall approve all new classes and class specifications, abolish classes, and determine the representation unit or units to which each class is assigned; and

WHEREAS, in accordance with Section 604 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, and Section 601 of the El Dorado County Salary and Benefits Resolution #260-2018 applicable to unrepresented employees, the Board of Supervisors shall by Resolution establish the salary for all authorized positions within the County; and

WHEREAS, in accordance with Section 602 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, and Section 401 of the El Dorado County Salary and Benefits Resolution #260-2018 applicable to unrepresented employees, the Board of Supervisors shall by Resolution specify the number and classification of all authorized positions for each department of the County.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the job class number, salary range, and bargaining unit for the new classification as set forth herein, and amends the salary schedule, effective the pay period following adoption.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the allocation changes and bargaining unit change as set forth herein and amends the Authorized Personnel Allocation Resolution #105-2019 effective the pay period following adoption.

New Classification			
Job Class. No.	Bargaining Unit	Classification Title	Salary Range
4116	PL	Storm Water Program Coordinator	\$32.66 - \$39.70 \$5,661.07 - \$6,881.33

Allocation and Bargaining Unit Changes							
Department	Job Class No.	Bargaining Unit	Class Title	Departmental Total Positions			
				Allocated	Filled	Proposed	New Allocation
Health and Human Services Agency	2113	CO	Executive Assistant	1.0	1.0	-1.0*	0.0
Health and Human Services Agency	1305	GE	Administrative Technician	8.0	8.0	+1.0	9.0

*Incumbent is being reclassified.

Allocation Changes						
Department	Job Class No.	Class Title	Departmental Total Positions			
			Allocated	Filled	Proposed	New Allocation
Chief Administrative Office	7901/7902	Department Analyst I/II	3.0	4.0*	-3.0*	0.0
Chief Administrative Office	1306/1307	Administrative Analyst I/II	8.0	5.0	+3.0	11.0
Chief Administrative Office	7903	Sr. Department Analyst	3.0*	4.0*	+1.0	4.0
Chief Administrative Office	1308	Sr. Administrative Analyst	2.0	1.0	-1.0	1.0
Probation Department	7901/7902	Department Analyst I/II	2.0	2.0	-2.0**	0.0
Probation Department	1306/1307	Administrative Analyst I/II	1.0	0.0	+2.0	3.0
Planning and Building	4104	Assistant in Civil Engineering	2.0	2.0	-2.0**	0.0
Planning and Building	4116	Storm Water Program Coordinator	0.0	0.0	+2.0	2.0

*Refer to the staff report.

**Incumbents are being reclassified.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 23rd day of July, 2019, by the following vote of said Board:

Ayes: Frentzen, Hidahl, Novasel, Parlin, Veerkamp

Attest:

James S. Mitrison

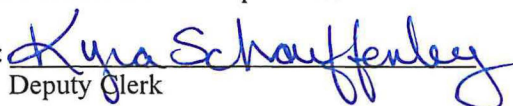
Clerk of the Board of Supervisors

Noes: None

Absent : None

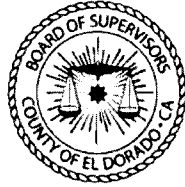
By:

Deputy Clerk



Sue Novasel, Chair, Board of Supervisors





RESOLUTION NO. 123-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 501 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, at the recommendation of the Human Resources Department, the Board of Supervisors shall approve all new classes and class specifications, abolish classes, and determine the representation unit or units to which each class is assigned; and

WHEREAS, in accordance with Section 602 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, and Section 401 of the El Dorado County Salary and Benefits Resolution #108-2019 applicable to unrepresented employees, the Board of Supervisors shall by Resolution specify the number and classification of all authorized positions for each department of the County.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the title changes as set forth herein, and amends the salary schedule and Authorized Personnel Resolution #105-2019, effective the pay period following adoption.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the allocation changes as set forth herein and amends the Authorized Personnel Allocation Resolution #105-2019, effective the pay period following adoption.

Title Changes			
Job Class No.	Bargaining Unit	Old Classification Title	New Classification Title
7122	MA	Deputy Director	Deputy Director, Health and Human Services Agency
0106	MA	Chief Animal Control Officer	Manager of Animal Services
7414	SU	Supervising Deputy Public Guardian	Deputy Public Guardian Supervisor

Allocation Change							
Department	Job Class No.	Bargaining Unit	Class Title	Departmental Total Positions			
				Allocated	Filled	Proposed	New Allocation
Planning and Building	7901/7902	PL	Department Analyst I/II	3.0	2.0	-1.0*	2.0
Planning and Building	1306/1307	PL	Administrative Analyst I/II	0.0	0.0	+1.0	1.0

*The position is vacant.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 6th day of August, 2019, by the following vote of said Board:

Ayes: Frentzen, Parlin, Novasel

Attest:

Noes: None

Absent : Hidahl, Veerkamp

Clerk of the Board of Supervisors

By:

Kyra Schaffenberg
Deputy Clerk

Sue Novasel

Sue Novasel, Chair, Board of Supervisors



RESOLUTION NO. 129-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 501 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, at the recommendation of the Human Resources Department, the Board of Supervisors shall approve all new classes and class specifications, abolish classes, and determine the representation unit or units to which each class is assigned.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the classification title change as set forth herein, and amends the salary schedule and Authorized Personnel Allocation Resolution #105-2019, effective the pay period following adoption.

Classification Title Change			
Job Class. No.	Bargaining Unit	Current Classification Title	New Classification Title
4204	MA	Principal Planner	Planning Manager

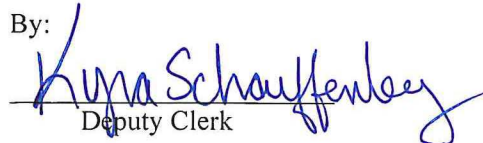
PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 13th day of August, 2019, by the following vote of said Board:


Ayes: Frentzen, Hidahl, Parlin, Veerkamp

Noes: None

Absent : Novasel

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk



Brian K. Veerkamp, Vice-Chair
Board of Supervisors



RESOLUTION NO. 133-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with County of El Dorado Employer-Employee Relations Resolution 111-2019 Section 103 (c) (h) applicable to defining “Confidential Employee” and how Confidential employees are grouped into bargaining units, departments may assign Confidential status to certain positions; and

WHEREAS, in accordance with Personnel Rules, Section 224, an appointing authority or manager may have a support person designated as Confidential so long as the employee in the course of his/her duties the employee has access relating to the County’s administration of employee-employer relations; and

WHEREAS, in accordance with County of El Dorado’s Arbitrator’s Case No. 58100-U-a applicable to defining the use of Confidential Unit designation for current and future employees of the County of El Dorado, this position is performing duties to qualify the position as “Confidential”; and

WHEREAS, there is currently no position in the Department of Environmental Management that is designated as Confidential.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that the Board of Supervisors does hereby adopt the bargaining unit change as set forth below, effective the first pay period following adoption.

Bargaining Unit Change					
Department	Job Class No.	Class Title	Departmental Position		
			Position Number	Old Bargaining Unit	New Bargaining Unit
Environmental Management	1307	Administrative Analyst II	1472	PL	CO

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 27th day of August, 2019, by the following vote of said Board:

Ayes: Frentzen, Veerkamp, Parlin, Hidahl, Novasel

Noes: None
Absent : None

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk


Sue Novasel, Chair, Board of Supervisors



RESOLUTION NO. 134-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with County of El Dorado Employer-Employee Relations Resolution 111-2019 Section 103 (c) (h) applicable to defining “Confidential Employee” and how Confidential employees are grouped into bargaining units, departments may assign Confidential status to certain positions; and

WHEREAS, in accordance with Personnel Rules, Section 224, an appointing authority or manager may have a support person designated as Confidential so long as the employee in the course of his/her duties the employee has access relating to the County’s administration of employee-employer relations; and

WHEREAS, in accordance with County of El Dorado’s Arbitrator’s Case No. 58100-U-a applicable to defining the use of Confidential Unit designation for current and future employees of the County of El Dorado, position number 1503 is currently performing duties that qualify the position as “Confidential,” and has previously assigned the Confidential designation; and

WHEREAS, based on the administrative needs of the department, the Auditor’s office is assigning these duties eligible for confidential status to a different position, and accordingly seeks to transfer the Confidential designation to such position.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that the Board of Supervisors does hereby adopt the bargaining unit changes as set forth below, effective the first pay period following adoption.

Bargaining Unit Changes					
Department	Job Class No.	Class Title	Departmental Positions		
			Position Number	Old Bargaining Unit	New Bargaining Unit
Auditor-Controller	1305	Administrative Technician	548	GE	CO
Auditor-Controller	1305	Administrative Technician	1503	CO	GE

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 27th day of August, 2019, by the following vote of said Board:

Ayes: Frentzen, Veerkamp, Hidahl, Novasel, Parlin

Attest:
Kim Dawson
Clerk of the Board of Supervisors

Noes: None
Absent : None

By: Kim Dawson
Deputy Clerk

Sue Novasel
Sue Novasel, Chair, Board of Supervisors



RESOLUTION NO. 143-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 501 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, at the recommendation of the Human Resources Department, the Board of Supervisors shall approve all new classes and class specifications, abolish classes, and determine the representation unit or units to which each class is assigned; and

WHEREAS, in accordance with Section 604 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, and Section 601 of the El Dorado County Salary and Benefits Resolution #108-2019 applicable to unrepresented employees, the Board of Supervisors shall by Resolution establish the salary for all authorized positions within the County; and

WHEREAS, in accordance with Section 602 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented employees, and Section 401 of the El Dorado County Salary and Benefits Resolution #108-2019 applicable to unrepresented employees, the Board of Supervisors shall by Resolution specify the number and classification of all authorized positions for each department of the County.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the job class numbers, salary ranges, and bargaining units for the new classifications as set forth herein, and amends the salary schedule, effective the first pay period following adoption.

BE IT FURTHER RESOLVED, that the Board does hereby adopt the allocation changes and amends the Authorized Personnel Allocation Resolution #105-2019 as set forth below, effective the first pay period following adoption.

New Classifications			
Job Class No.	Bargaining Unit	Classification Title	Salary Range
2511	SU	Emergency Medical Services and Emergency Preparedness Coordinator	\$34.19 - \$41.56 \$5,926.27 - \$7,203.73

Allocation Change						
Department	Job Class No.	Class Title	Departmental Total Positions			
			Allocated	Filled	Proposed	New Allocation
Chief Administrative Office	2511	Emergency Medical Services and Emergency Preparedness Coordinator	0.0	0.0	+1.0	1.0

Chief Administrative Office	8505	Supervising Health Education Coordinator	1.0	0.0	-1.0	0.0
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PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 27th day of August, 2019, by the following vote of said Board:

Ayes: Frentzen, Veerkamp, Parlin, Hidahl, Novasel

Attest:
Kim Dawson
Clerk of the Board of Supervisors

Noes: None
Absent : None

By: 
Deputy Clerk


Sue Novasel, Chair, Board of Supervisors



RESOLUTION NO. 144-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with County of El Dorado Employer-Employee Relations Resolution 111-2019 Section 1.03 (c) and 2.07 (h) applicable to defining “Confidential Employee” and how Confidential employees are grouped into bargaining units, allowing departments to assign Confidential status to certain positions; and

WHEREAS, in accordance with Personnel Rules, Section 224, an appointing authority or manager may have a support person designated as Confidential so long as the employee in the course of his/her duties the employee has access relating to the County’s administration of employee-employer relations; and

WHEREAS, in accordance with County of El Dorado’s Arbitrator’s Case No. 58100-U-a applicable to defining the use of Confidential Unit designation for current and future employees of the County of El Dorado, this position is performing duties to qualify the position as “Confidential”; and

WHEREAS, based on the administrative needs of the department, the Information Technologies Department is assigning the duties eligible for confidential status to a different position, and accordingly seeks to transfer the confidential designation to such position.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that the Board of Supervisors does hereby adopt the bargaining unit changes as set forth below, effective the first pay period following adoption.

Bargaining Unit Changes					
Department	Job Class No.	Class Title	Departmental Positions		
			Position Number	Old Bargaining Unit	New Bargaining Unit
Information Technologies	3129/3130	Applications Analyst I/II	2596	CO	PL
Information Technologies	3129/3130	Applications Analyst I/II	2583	PL	CO

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 10th day of September, 2019, by the following vote of said Board:

Ayes: Frentzen, Parlin, Hidahl, Novesel, Veerkamp

Noes: None
Absent : None

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kim Dawson
Deputy Clerk

Sue Novasel
Sue Novasel, Chair, Board of Supervisors



RESOLUTION NO. 145-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 604 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, and Section 601 of the El Dorado County Salary and Benefits Resolution #108-2019 applicable to unrepresented employees, the Board of Supervisors shall by Resolution establish the salary for all authorized positions within the County.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the new salary range as set forth herein, and amends the salary schedule effective the first pay period following adoption.

Salary Range Change				
Job Class. No.	Bargaining Unit	Classification Title	Old Salary Range	New Salary Range
7211	SU	Social Services Supervisor I	\$31.15 - \$37.86 \$5,399.33 - \$6,562.40	\$31.91 - \$38.79 \$5,531.07 - \$6,723.05

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 10th day of September, 2019, by the following vote of said Board:

Ayes: Frentzen, Hidahl, Parlin, Veerkamp, Novasel

Noes: None
Absent : None

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schaufberger
Deputy Clerk

Sue Novasel
Sue Novasel, Chair, Board of Supervisors



RESOLUTION NO. 147-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 604 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, and Section 601 of the El Dorado County Salary and Benefits Resolution #108-2019 applicable to unrepresented employees, the Board of Supervisors shall by Resolution establish the salary for all authorized positions within the County; and

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the salary range change as set forth herein, and amends the salary schedule, effective the first pay period following adoption.

Salary Change				
Job Class. No.	Bargaining Unit	Class Title	Old Salary	New Salary Range
0206	UD	Director of Information Technologies	\$63.47 - \$77.14 \$11,001.47 - \$13,370.93	\$69.13 - \$84.03 \$11,982.53 - \$14,565.20

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 10th day of September, 2019, by the following vote of said Board:

Ayes: Frentzen, Hidahl, Parlin, Veerkamp, Novasel

Noes: None
Absent : None

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schaefferberg
Deputy Clerk

Sue Novasel
Sue Novasel, Chair, Board of Supervisors



RESOLUTION NO. 153-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 501 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, at the recommendation of the Human Resources Department, the Board of Supervisors shall approve all new classes and class specifications, abolish classes, and determine the representation unit or units to which each class is assigned; and

WHEREAS, in accordance with Section 604 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, and Section 601 of the El Dorado County Salary and Benefits Resolution #108-2019 applicable to unrepresented employees, the Board of Supervisors shall by Resolution establish the salary for all authorized positions within the County; and

WHEREAS, in accordance with Section 602 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented employees, and Section 401 of the El Dorado County Salary and Benefits Resolution #108-2019 applicable to unrepresented employees, the Board of Supervisors shall by Resolution specify the number and classification of all authorized positions for each department of the County.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the job class number, salary range, and bargaining unit for the new classification as set forth herein, and amends the salary schedule, effective the first pay period following adoption.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the classification title change as set forth herein, and amends the salary schedule and Authorized Personnel Allocation Resolution #105-2019, effective the first pay period following adoption.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the new salary ranges as set forth herein, and amends the salary schedule, effective the first pay period following adoption.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the reclassification/allocation changes as set forth herein and amends the Authorized Personnel Allocation Resolution #105-2019, effective the first pay period following adoption.

New Classification			
Job Class. No.	Bargaining Unit	Classification Title	Salary Range
4100	PL	Transportation Engineer	\$36.29 - \$44.11 \$6,290.27 - \$7,645.73

Classification Title Change			
Job Class. No.	Bargaining Unit	Current Classification Title	New Classification Title
4112	SU	Sr. Traffic Civil Engineer	Sr. Traffic Engineer

New Salary Ranges				
Job Class. No.	Bargaining Unit	Classification Title	Old Salary Range	New Salary Range
4113	PL	Traffic Engineer	\$40.22 - \$48.89 \$6,971.47 - \$8,474.27	\$41.74 - \$50.74 \$7,234.93 - \$8,794.93
4112	SU	Sr. Traffic Engineer	\$44.25 - \$53.78 \$7,670.00 - \$9,321.87	\$48.21 - \$58.60 \$8,356.40 - \$10,157.33

Allocation Changes						
Department	Job Class No.	Class Title	Departmental Total Positions			
			Allocated	Filled	Proposed	New Allocation
Transportation	4107	Sr. Civil Engineer	12.00	11.0*	-1.00*	11.00
Transportation	4112	Sr. Traffic Engineer	0.0	0.0	+1.0	1.0
Transportation	4113	Traffic Engineer	1.0	0.0	-1.0**	0.0
Transportation	4100/4113	Transportation Engineer/ Traffic Engineer	0.0	0.0	+1.0	1.0

*1.0 FTE incumbent is being reclassified

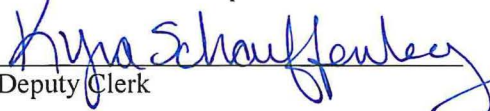
**The Traffic Engineer classification is now part of a flex class specification.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 17th day of September, 2019, by the following vote of said Board:

Ayes: Hidahl, Frentzen, Veerkamp, Parlin, Novasel

Attest:
Kim Dawson
Clerk of the Board of Supervisors

Noes: None
Absent: None

By: 
Deputy Clerk


Sue Novasel, Chair, Board of Supervisors



RESOLUTION NO. 154-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 501 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, at the recommendation of the Human Resources Department, the Board of Supervisors shall approve all new classes and class specifications, abolish classes, and determine the representation unit or units to which each class is assigned; and

WHEREAS, in accordance with Section 602 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented employees, and Section 401 of the El Dorado County Salary and Benefits Resolution #108-2019 applicable to unrepresented employees, the Board of Supervisors shall by Resolution specify the number and classification of all authorized positions for each department of the County.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt title change as set forth herein, and amends the salary schedule, effective the first pay period following adoption.

BE IT FURTHER RESOLVED, that the Board does hereby adopt the allocation changes and amends the Authorized Personnel Allocation Resolution #105-2019 as set forth below, effective the first pay period following adoption.

Title Change			
Job Class. No.	Bargaining Unit	Old Classification Title	New Classification Title
1251	UM	Mental Health Director	Director of Mental Health

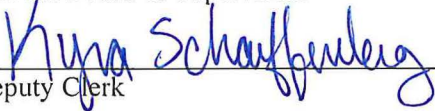
Allocation Change						
Department	Job Class No.	Class Title	Departmental Total Positions			
			Allocated	Filled	Proposed	New Allocation
Health and Human Services Agency	1251	Director of Mental Health	0.0	0.0	+1.0	1.0

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 17th day of September, 2019, by the following vote of said Board:

Ayes: Frentzen, Parlin, Veerkamp, Hidahl, Novasel

Attest:
Kim Dawson
Clerk of the Board of Supervisors

Noes: None
Absent : None

By: 
Deputy Clerk


Sue Novasel, Chair, Board of Supervisors



RESOLUTION NO. 155-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 604 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, and Section 601 of the El Dorado County Salary and Benefits Resolution #108-2019 applicable to unrepresented employees, the Board of Supervisors shall by Resolution establish the salary for all authorized positions within the County.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the new salary range as set forth herein, and amends the salary schedule effective the first pay period following adoption.

Salary Range Change				
Job Class. No.	Bargaining Unit	Classification Title	Old Salary Range	New Salary Range
5912	SU	Victim Witness Program Coordinator	\$21.23 - \$25.81 \$3,679.87 - \$4,473.73	\$28.97 - \$35.21 \$5,021.47 - \$6,103.07

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 17th day of September, 2019, by the following vote of said Board:

Ayes: Frentzen, Hidahl, Veerkamp, Parlin, Novasel

Noes: None
Absent :None

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schaufbaly
Deputy Clerk

Sue Novasel
Sue Novasel, Chair, Board of Supervisors

MEMORANDUM
Of
UNDERSTANDING
Between
The County of El Dorado
And The
**El Dorado County
Managers' Association
(EDCMA)**

July 1, 2018 – June 30, 2021



MEMORANDUM OF UNDERSTANDING

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF EL DORADO
AND THE
EL DORADO COUNTY MANAGERS' ASSOCIATION**

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 the County of El Dorado represented by the El Dorado County Managers' Association (Association).

ARTICLE 1. TERMS & CONDITIONS OF EMPLOYMENT

Section 1. NEGOTIATIONS

The Association and representatives of the County of El Dorado (County) have met and conferred in good faith in regard to wages, hours, and other terms and conditions of employment covering employees in the Management (MA) Bargaining Unit (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 §3500-et seq.) and has been jointly prepared by the parties.

Section 3. RATIFICATION

This successor comprehensive Memorandum of Understanding (MOU) shall be presented by the Association to the employees in the Association for ratification and shall thereafter be presented to the Board of Supervisors, as the joint recommendations of the undersigned for salary and benefits adjustments for the period commencing on July 1, 2018, through June 30, 2021. Unless otherwise indicated herein, all provisions shall become effective on the date approved by the Board of Supervisors.

Section 4. 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.

Section 5. COMPLETE UNDERSTANDING

This MOU cancels all previous MOUs and letters of agreement. The County Personnel 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 Association 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 Managers' 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 or designee is the representative of the County in matters related to employer-employee relations.
- B. The Association is the exclusively recognized employee organization for the 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 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 workforce; to increase or decrease the workforce 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 additional work hours; 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 affect the wages, hours and other terms and condition of employment, except, however that the scope of representation shall not include consideration of the merits, necessity or organization of any service or activity provided by law or executive order.

ARTICLE 4. ASSOCIATION RIGHTS

Section 1. REPRESENTATION

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

Section 2. COMMUNICATIONS

Official Association 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 appointing authority or his/her designee when contacting departmental employees during the duty period of such 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

- A. Official Association representatives shall be released from duty during the grievance procedure or when meeting with County. Association shall notify the Director of Human Resources or designee of the names of employees who are official representatives of the Association, not more than five (5) of whom can be released at any given time.
- B. Association Presidential Release Time: Up to a cumulative total of thirty (30) hours of Presidential Release Time per fiscal year will be provided to members, shop stewards, officers and/or Board of Directors of the Association, to be used for approved Association/County business (non-organizing). Among other uses the Association release time may specifically be used for stewards training. The determination of eligible employees and use of this time will be at the discretion of the President of Association. An employee entitled to release time under this section must provide advance notice to the Department of Human Resources and receive approval from the employee's supervisor regarding the employee's temporary absence from the workplace.

Section 4. USE OF COUNTY BUILDINGS

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

Section 5. EMAIL

The Association may use the County's electronic mail (e-mail) for Association business under the following conditions:

- A. Emails shall not be drafted during working hours (not including duty-free breaks and lunches);
- B. The subject line of the email shall read "Association Information."

- C. Subject matter shall be limited to brief Association announcements, inquiries, notices, agendas, minutes, and appropriate attachments. Emails shall be in good taste and shall not malign the County or its representatives.
- D. All email usage shall be consistent with Departmental policy, the El Dorado County Computer and Network Resource Usage Policies and Standards Guide and the provisions of this MOU.

Section 6. DUES DEDUCTIONS

A. Payroll Deductions & Membership Maintenance

1. It is agreed that Association membership is not a mandatory condition of employment for any employee in the Association bargaining unit covered by this agreement. The Association 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 Association employee who has a dues deduction authorization on file with the Auditor/Controller's Office on the date this agreement is approved by the Board of Supervisors shall be subject to the Maintenance of Membership provisions of this agreement.
3. If employees in the Association 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 Association 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 Association are free to authorize dues deduction at any time. However, employees may not discontinue dues deduction during the term of this MOU, except as otherwise provided in this section.
5. The County will provide to the Association with a list of the new Association employees hired into regular positions represented by the Association 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 PDA for each

type of deduction. All duly authorized PDAs 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 County shall not be liable to Association employees, or any other party by reason of the requirements of this Article for the remittance or payment of any sum other than the constituted actual deductions made from an employee's wages earned. The Association shall hold harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the employer under this Article, including but not limited to the collection and procedures for collection of Association dues, Association fees, and reasonable cost of County's attorney fees and costs, along with reasonable cost of management preparation time as well. The County shall not be made a party to any administrative or court proceedings to determine Association dues and/or fees.

ARTICLE 5. SALARY AND OTHER RELATED ISSUES

Section 1. SALARIES

Classifications within the Unit shall receive the salaries set forth in the Salary Schedule.

- A. The County has the non-appealable right to increase compensation for classifications covered by this MOU.
- B. Effective the first full pay period following Board of Supervisors adoption of the July 1, 2018 to June 30, 2021 MOU, the County will increase base wages for employees in the Unit to ensure that benchmark job classifications within the Unit are no less than approximately 10% (+/- 1%) behind the market median utilized by the County. The County will increase the base wages of non-benchmark job classifications to maintain current internal ties and percentage wage differences between ranks.

Effective the first full pay period in January, 2020, the County will increase base wages by 3.85% for all classifications represented by the Unit. At the same time, and in exchange for the 3.85% base wage increases, employees in the Unit will no longer be eligible to cash-out management leave.

Effective the first full pay period in July, 2020, the County will increase base wages for employees in the Unit by 1.15%.

C. Anti-Compaction

The step 1 base wage for Unit job classifications will be 15% greater than the step 1 base wage of each classification's highest paid subordinate job with three exceptions. The three exceptions which are listed here below will have a step 1 base wage that is 10% greater than the step 1 base wage of each classification's highest paid subordinate job

classification:

Deputy Assessor - Systems and Support
Mental Health Medical Director
Supervising Deputy Public Defender

D. Classification & Compensation Study

1. Unallocated Bargaining Unit Job Classifications

The County will negotiate base wages for unallocated positions with the Association during the term of the July 1, 2018 to June 30, 2021 MOU if it seeks to recruit employees for those positions.

2. The County will complete its interactive review of the Study with the Association and make final implementation decisions by October 31, 2019.

Section 2. 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 Personnel Rules. For purposes of vacation accrual and shift selection, such an employee shall receive credit for the amount of prior service in effect at the time of resignation and shall be restored to the place on the vacation accrual table and the shift selection order in effect at the time of resignation. An employee that is reemployed after the effective date of this MOU will not be eligible for County contribution towards retiree health insurance.

A fulltime 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, receive credit for the amount of prior service in effect at the time of resignation and shall be restored to the place on the vacation accrual table in effect at the time of resignation.

Section 3. SALARY PROVISIONS UPON RESTORATION FROM LAYOFF

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 4. SALARY STEP INCREASES

- A. After completion of thirteen (13) biweekly pay periods of satisfactory service at step 1 of the salary range, and upon recommendation of the appointing authority, the employee shall be advanced to the next higher step. If an employee is appointed at a step higher than the first step of the salary range for that classification, the first increase shall be after completion of twenty six (26) full pay periods of service which meets standards.
- B. After the completion of twenty six (26) biweekly pay periods of satisfactory service in each of the salary steps 2 and above, the employee shall be automatically advanced to the next higher step in the salary range of that classification until the top of the range is reached, unless the appointing authority or designee submits required paperwork at least one full pay period prior to the anniversary date stating the increase will be denied.
- C. All increases shall be effective on the first day of the biweekly pay period following completion of the required period of service.

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 first Wednesday if Thursday is also a holiday) following the close of the biweekly pay period.

ARTICLE 7. HOLIDAYS

Section 1. DESIGNATED HOLIDAYS & FLOATING 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 - Veterans Day
 - November - Thanksgiving Day November - Friday after Thanksgiving
 - December 24 - Christmas Eve (When Christmas Day falls on a Thursday, the day after Christmas shall be observed as a 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 one (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 prorated 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 twenty-six (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 and their second day off as if it was a Sunday.

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

Section 3. COMPENSATION FOR HOLIDAYS

Regular full-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 paid status for the full day on their regularly scheduled work days immediately preceding and following the holiday. Regular part-time employees shall be entitled to holiday pay as described above in proportion to the employee's full-time equivalency (FTE).

When an employee is coordinating hours with State Disability Insurance (SDI), the appointing authority may approve holiday pay when an employee has insufficient sick leave accruals as required to maintain paid status for the full day immediately preceding and following the holiday, provided the employee will use at least twelve (12) hours of sick leave or the maximum number of hours required in the coordination of SDI during the pay period that includes the holiday.

Section 4. HOLIDAY IN LIEU PAY

Employees in the classifications of: Correctional Lieutenant, Manager of Public Safety Dispatch, Sheriff's Communication Manager, Sheriff's Technology Manager, Sheriff's Records Manager who is required to work in a twenty-four hour (24) hour seven (7) day a week operation as designated by the Sheriff may each calendar year elect Holiday pay in lieu of having the official County holidays as designated days off. Employees must make their election by December 15 for each calendar year.

Section 5. LIMITATIONS

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

- A. A new employee whose first working day is the day after a paid holiday shall not be paid for that holiday.
- B. 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. First through forty-eight months of employment: .03875 an hour for each full hour in pay status (equal to 3.1 hours for full-time in a full pay period). Maximum accumulation of 240 hours vacation leave.
- B. Forty-ninth through one hundred and thirty-second months of employment: .05875 hour for each full hour in pay status (equal to 4.7 hours per full-time in a pay period). Maximum accumulation of 320 hours vacation leave.
- C. One hundred and thirty-third and higher months of employment: .07750 hour for each full hour in pay status (equal to 6.2 hours per full-time in a pay period). Maximum accumulation of 320 hours vacation leave.
- D. Utilization

Beginning the 49th month of employment, if the appointing authority or designee verifies in writing that an employee's vacation is canceled or denied due to minimum staffing or emergent need by the operating department and that the employee's cap of vacation accrual has been reached with no opportunity to use vacation leave to reduce the accrual prior to exceeding the cap, then the employee may cash out up to 40 hours of paid vacation one time per fiscal year.

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. Use of Vacation shall be limited to those hours that were accrued as of the prior pay period, and vacation cannot be used in the pay period in which it is earned. 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 appointing authority or designee, 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 appointing authority or designee.

If an employee vacation request is denied, employee may accrue vacation in excess of the accrual cap for a period not to exceed ninety (90) days, but shall stop accruing vacation on the ninety-first day.

All requests for vacation must be approved by the employee's appointing authority or designee; the appointing authority or designee is responsible for ensuring 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 appointing authority or designee 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/Controller 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 shall not be entitled to use accrued sick leave with pay until the employee has two (2) full bi-weekly pay periods of continuous service with the County.

- A. Employees requesting sick leave to use for the purposes of the care of family members will be approved in accordance with applicable Federal and State law.
- B. Use of sick leave shall be limited to those hours that were accrued as of the prior pay period. Sick leave cannot be used in the pay period in which it is earned.

Section 3. USAGE

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

- A. The employee's illness, injury, disability, 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 (FMLA), California Family Rights Act (CFRA), who is ill or disabled.
- 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 SDI may elect to take only that portion of the employee's accumulated leave balances as when added to the employee's SDI will equal one hundred (100) percent of the total base salary. It is the employee's responsibility to file for SDI and make all arrangements with the Auditor's Office for leave integration.

Section 6. ADMINISTRATION OF SICK LEAVE

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

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

- A. Departments may request information in order to aid in the determination of whether the sick leave use is legitimate. An appointing authority may require a physician's statement

or acceptable substitute from an employee who applies for sick leave, or make whatever reasonable investigation into the circumstances that appears warranted before taking action on a sick leave request.

B. Departments may require a prescribed affidavit or medical report form. When an employee is absent for longer than ten (10) consecutive working days, the employee will be required to submit a statement from the employee's physician releasing the employee for normal duty.

C. Sick leave abuse is defined as follows:

1. If an employee who has taken sick leave is suspected of sick leave abuse, the Department may institute an investigation. Based on the results of that investigation, appropriate action will be taken.

2. The County may request that the employee provide a physician's statement, as authorized by law or acceptable substitute during an absence if the employee receives notice prior to returning and the absence is longer than three (3) days. However, if an employee has a record of excessive sick leave use, or if the employee's leave is suspect, the County may require a physician's letter or other acceptable substitute before authorizing future leave usage. Examples of excessive sick leave usage might include, but are not limited to:

a. Documented abuse, or;

b. In excess of six (6) individual unapproved uses of sick leave in a twelve (12) month period, or;

c. More than four (4) uses of sick leave in conjunction with vacation and/or holidays in a twelve (12) month period.

Each use of sick leave may last one (1) or more days. Each day of a multi-day sick leave absence does not constitute its own individual use of leave.

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

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

E. When an employee has been determined to have used sick leave for illegitimate purposes, the County may recover such funds.

F. Each appointing authority 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 until 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 (5) 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 five hundred four (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 payoff 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 (5) or more years of County service may elect to receive a payoff of their unused sick leave up to a maximum of five hundred four (504) hours. Payment shall be made at the employee's last hourly rate of pay.

Section 11. RETIREE'S CONVERSION OF SICK LEAVE TO HEALTH INSURANCE

An employee who is retiring under the CalPERS 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 are payable for this benefit.

ARTICLE 10. LEAVES

Section 1. MANAGEMENT LEAVE

Employees shall receive eighty (80) hours of management leave in pay period one (01) of each year.

- A. Part-time employees shall receive a prorated share of management leave based upon their ongoing FTE.
- B. Newly hired employees who enter the Unit between pay periods one (01) through thirteen (13) shall receive eighty (80) hours of management leave effective the pay period they enter the Unit, and shall receive eighty (80) hours in pay period one (01) annually thereafter; employees who enter the Unit in pay periods fourteen (14) or later shall receive half the designated entitlement of management leave.

- C. Payment for any unused management leave may be requested by the employee in writing only during the pay periods which include March 31, June 15, September 30, and the last pay period of 2019, in eight (8) hour increments, with appropriate notification to the Auditor/Controller's Office. Any eligible employee who does not use the full entitlement of management leave by pay period twenty-six (26) of 2019 may be paid, at the base hourly rate for any remaining unused management leave. Pay period twenty-six (26) of 2019 will be the last opportunity to cash-out any unused management leave. Thereafter, payment for any unused credited management leave is no longer allowable.

Any unused hours remaining after pay period twenty-six (26) of each year will be lost. Such leave will not be carried over from one year to another.

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 paid 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 (2) 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 appointing authority, 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 (CAO), may place an employee on leave of absence with pay (suspended with pay) for a period not to exceed thirty (30) working days. Such leave may be extended with justification and with approval

of the CAO. 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 Workers' 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 forty-eight (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 appointing authority 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 in an allocated position with the County except as otherwise provided in this MOU or the Personnel Rules 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 for eligible employees shall be effective on the first day of the biweekly pay period following completion of the required period of service.

Effective the first full pay period following Board of Supervisors adoption of the July 1, 2018 to June 30, 2021 MOU:

- 1) Individuals who have separated from County service and are subsequently re-hired and all future new employees hired on or after the date the Board of Supervisors adopted the July 1, 2018 to June 30, 2021 MOU will not be eligible for longevity pay.

- 2) Employees who were hired prior to the date the Board of Supervisors adopted the July 1, 2018 to June 30, 2021 MOU, but who have not yet achieved the first longevity tier (5.0% at 10 years of service) will receive that longevity tier once they complete the required period of service. However, these employees will not be eligible for any further longevity pay advancement thereafter.
- 3) Employees who were hired prior to the date the Board of Supervisors adopted the July 1, 2018 to June 30, 2021 MOU, and who have achieved at least the first longevity tier, shall be allowed advancement in the tiers upon completion of the required period of service through the first day of the pay period including June 30, 2020. After the first day of the pay period including June 30, 2020, such employees shall be frozen in the tier they are eligible to receive and shall not be eligible for any further longevity pay advancement thereafter.

Section 2. ON-CALL ASSIGNMENT

When warranted and in the interests of the County's operations, an appointing authority or designee may assign employee(s), in writing, to "on-call" duty for a designated "on call period".

"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 and is ready for immediate call-back to the employee's department to perform an essential service.

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. An employee in the class defined above who is assigned on-call duty shall be compensated at the rate of one hundred ninety-six dollars and eighty cents (\$196.80) per weekly assignment of such duty.

B. MENTAL HEALTH MEDICAL DIRECTOR

When the Health Services Director assigns an employee in the class of Mental Health Medical Director to be in an "on-call" (i.e., medical backup) status to provide emergency psychiatric services, when so assigned, an employee shall receive two (2) hours of pay for each on-call shift so assigned. An on-call (medical backup) shift shall include all hours within a 24-hour period in which the employee is assigned to be medical backup.

1. On weekends and/or holidays, an employee assigned to a 24-hour on-call shift and who returns to the Psychiatric Health Facility to make "rounds" shall, in addition to the above, receive an additional two (2) hours of pay.
2. When authorized by the Health Services Director, an employee who is required to return to the Psychiatric Health Facility shall, in addition to the on-call (medical backup) pay specified in B above, receive two (2) hours pay and receive pay for any additional hours actually worked over two (2) hours for which the employee is continuously engaged in work for which the employee is called back.

C. MANAGER OF MENTAL HEALTH PROGRAMS / SOCIAL SERVICES PROGRAM

MANAGER

During the term of this MOU, employees of the County's Health and Human Services Agency in the Manager of Mental Health Programs or Social Services Program Manager job classifications will receive on-call pay in the amount of twenty percent (20%) of the employee's base hourly rate for each hour that the employee is assigned by the employee's appointing authority or designee to be in an on-call status.

D. HIGHWAY SUPERINTENDENT

Employees of the Department of Transportation in the Highway Superintendent classification will receive on-call pay in the amount of two dollars and fifty cents (\$2.50) per hour for each hour that the employee is assigned by the employee's appointing authority or designee to be in an on-call status.

Section 3. CERTIFIED PUBLIC ACCOUNTANT (CPA) INCENTIVE

- A. Employees in the classes of Accountant, Senior Accountant, Accountant Auditor, Supervising Accountant/Auditor, Cost Accountant, Administrative Services Officer, Fiscal Administrative Manager, Accounting Division Manager or directly related classes which are charged with performing professional accounting responsibilities and who are Certified Public Accountants shall receive a differential of ten percent (10%) of base salary for possessing such certification.*
- B. Employees in the classes of Accountant, Senior Accountant, Accountant Auditor, Supervising Accountant, Auditor, Cost Accountant, Administrative Services Officer, Fiscal Administrative Manager, Accounting Division Manager or directly related classes which are charged with performing professional accounting responsibilities and who are California Certified Public Accountants holding a current California CPA-G certificate shall receive a differential of five percent (5%) of base salary for possessing such certification.*

* Represents total amount of incentive granted; amount shown is not cumulative.

Section 4. DEVELOPMENT SERVICES CERTIFICATION PROGRAM

The County shall provide a certification program for all eligible Development Services employees. Compensation for possession of one or more valid certificates as specified below, provided, however, no employee may receive more than \$200 per month, for possession of any or all of the following certificates on a quarterly basis. The titles of the certificates as well as the issuing organization and compensation are as follows:

ICBO or ICC	Building Inspector Certificate (\$25.00) or
ICBO or ICC	Combination Inspector Certificate (\$50.00)
ICBO or ICC	Combination Dwelling Inspector Certificate (\$25.00) ICBO
or ICC	Combination Light Commercial Inspector Certificate (\$50.00)
IFCI	Uniform Fire Code Inspector Certificate (\$25.00)
CEC	Energy Plans Examiner Certificate (\$25.00)
ICBO	or ICC or
IAPMO	Plumbing Inspector Certificate (\$25.00)
ICBO or ICC	or
IAPMO	Mechanical Inspector Certificate (\$25.00)

ICBO or ICC	Electrical Inspector Certificate (\$25.00)
ICBO or ICC	Plans Examiner Certificate (\$50.00)
CABO or ICC	Building Official Certificate (\$75.00)
ICBO or ICC	Reinforced Concrete Special Inspector Certificate (\$25.00)
ICBO or ICC	Prestressed Concrete Special Inspector Certificate (\$10.00)
ICBO or ICC	Structural Masonry Special Inspector Certificate (\$25.00)
ICBO or ICC	Structural Steel/Welding Special Inspector Certificate (\$25.00)
ICBO or ICC	Permit Technician (\$25.00)
AACE	Code Enforcement Officer (\$25.00)

Note: Dollar amounts represent monthly amounts for certification listed.

ICBO = International Conference of Building Officials

IAPMO= International Association of Plumbing and Mechanical Officials

IFCI = International Fire Code Institute

CEC = California Energy Commission

CABO = Council of American Building Officials

SCACEO = So. California Code Enforcement Official

AACE = American Association of Code Enforcement

1. Proof of a valid certificate shall be accomplished by providing the actual certificate or an official notification letter from the certifying agency stating that the employee has successfully passed the examination for that certificate. Current employees shall not be eligible for retroactive payment of certification pay, but only shall become eligible for the additional compensation effective the first of the month in which acceptable proof is submitted to the County.
2. Eligibility for compensation under this program will cease on the date specified on the certificate or upon such date the issuing agency withdraws, decertifies, or terminates such certificate, unless proof of successful passage of the certification renewal examination is provided to the County. If compensation is terminated for any of the foregoing reasons, eligibility will be reinstated only upon proof of renewal of certification, and then only on the first of the month following the month in which the renewal certification is provided.

Section 5. UNIFORM ALLOWANCE

A. SHERIFF'S OFFICE

Employees who are required to wear a County-prescribed uniform, as assigned by the appointing authority, as a regular part of their duties shall receive a uniform allowance of twenty-nine dollars and sixteen cents (\$29.16) paid twenty-four (24) pay periods per year (the first two pay days of each month).

B. ANIMAL CONTROL EMPLOYEES

Employees in the Animal Control Department in the classifications of Manager of Animal Services and Animal Control Operations Manager shall be provided uniforms in lieu of an allowance.

Section 6. BILINGUAL DIFFERENTIAL

When an appointing authority designates in writing that an employee must utilize bilingual skills as a required component of the employee's job duties and necessary in the delivery of County services, the employee will be paid a bilingual differential of one dollar (\$1.00) per hour for all hours in pay status. The bilingual differential shall be paid for bilingual proficiency in Spanish, Sign Language, or any language determined by the appointing authority or designee 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 appointing authority. The County shall adopt a language proficiency testing process to determine employees' qualifications to serve as bilingual skill providers. The Department of Human Resources shall use a verbal and/or written testing process, depending upon the level of bilingual skill required of the employee, to validate the employee's skills. The County shall utilize existing bilingual skilled employees to assess employees' bilingual capabilities when possible. Written authorizations to receive a bilingual differential shall be reviewed and renewed annually by the appointing authority or designee. 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 7. TAHOE EMPLOYMENT DIFFERENTIAL

In recognition of limited choices of health care plans, providers, and associated costs in the Tahoe Basin, eligible employees 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).

Eligible employees are those employees who meet one of the following criteria:

1. The employee resides in the Tahoe Basin;
2. The employee resides outside of the coverage area for the County's HMO medical care plan (historically having an eastern boundary of Placerville) and the employee's primary work location is in the Tahoe Basin.

Employees not meeting one of these criteria shall not be eligible for this differential. For purposes of determining eligibility, an employee's residence shall be as documented by the physical home address on file with the Department of Human Resources. 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 8. MILEAGE REIMBURSEMENT

Any and all mileage reimbursement shall be in compliance with Board of Supervisors Policy D-1.

Section 9. ACTING PAY ASSIGNMENTS

- A. When an employee is assigned to work in a higher classification for which the compensation is greater than the classification to which the employee is regularly assigned, and the employee works in such assignment for more than fifteen (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 Personnel Allocation and such authorized position has become vacant due to the temporary or permanent absence of the position's incumbent. A copy of the appointing authority's written approval of this assignment must be submitted to the Director of Human Resources or designee 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 an employee has been assigned to perform duties which exceed the scope of that employee's classification, and when determined and justified by the Director of Human Resources or designee, in his/her sole discretion, an employee will be entitled to pay for a higher classification, which shall not be less than five percent (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. If the employee does not meet the minimum qualifications, the appointing authority or designee, prior to assigning the employee to the acting position, must provide justification for such selection to the Department of Human Resources for approval.
 - D. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this MOU.
 - E. Higher pay assignments shall not exceed six (6) months except through reauthorization by the Director of Human Resources or designee.
 - 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.
 - H. Employees who are members of the Association and are given an acting pay assignment in a classification in another bargaining unit will continue to have all pay and benefits by this Agreement.

Section 10. 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 four hundred dollars (\$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 (10) or more years of County service.

C. CONTRIBUTIONS AT 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 this section.

ARTICLE 12. RETIREMENT

Section 1. CALPERS RETIREMENT FORMULA

Determination of each employee's pension formula will be administered as required by CalPERS.

- A. Tier 1: Retirement benefits for Classic members entering membership for the first time in the miscellaneous classification prior to October 5, 2012, shall be calculated using the retirement formula of 2% @ 55 with Single-Highest Year Final Compensation.
- B. Safety Tier 1: Retirement benefits for Classic members entering membership for the first time in the safety classification prior to October 5, 2012, shall be calculated using the retirement formula of 3% @ 50, with Single-Highest Year Compensation.
- C. Tier 2: Retirement benefits for Classic members entering membership for the first time in the miscellaneous classification on or after October 5, 2012, shall be calculated using the retirement formula of 2% @ 60, with Average of Three-Year Final Compensation.
- D. Safety Tier 2: retirement benefits for Classic members entering membership for the first time in the safety classification on or after October 5, 2012, shall be calculated using the retirement formula of 2% @ 50, with Average of Three-Year Final Compensation.
- E. Tier 3: Effective January 1, 2013, New Members in the miscellaneous classification shall have retirement benefits calculated using the retirement formula of 2% at age 62, with Average of Three-year Final Compensation.
- F. Safety Tier 3: Effective January 1, 2013, New Members in the safety classification shall have retirement benefits calculated using the retirement formula of 2.7% at age 57, with Average of Three-Year Final Compensation.

Section 2. CALPERS CONTRIBUTION

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

- A. Non-Safety employees subject to Tier 1 and 2 will pay the 7% employee portion of the CalPERS contribution.
- B. Safety employees subject to Tier 1 and Tier 2 will pay the 9% employee portion of the CalPERS contribution.

- C. Non-Safety and Safety employees subject to Tier 3 will pay 50% of the normal cost of their pension as required by law.

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

Section 3. SURVIVOR'S BENEFITS

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

ARTICLE 13. INSURANCE

Section 1. MEDICAL, DENTAL & VISION PLAN

- A. A mutual goal of the County and the Association is to limit and manage the impacts of health plan costs on both County employees and the County's Budget.
 - 1. The County and the Association agree to continue, during the terms of the MOU, to meet and work on long term options for payment of health care costs. For the term of this MOU, the parties agree to implement a standardized cost sharing for health insurance contribution rates, with the County paying 65% of the premium for full-time employees and the employee paying 35% of the premium. Annually, in the event of a rate increase, the rate increase shall be allocated based on the current contribution rate of 65% County and 35% employee paid.
 - 2. Health care coverage is based on a calendar year (January 1 – December 31). Rates for the ensuing calendar year for EDCMA shall be effective upon approval of the Board of Supervisors, but no earlier than the pay period containing December 1. Beginning with the 2014 plan year, premiums for health insurance plans will be unblended. Effective the pay period containing December 1, the contributions shall be as per the health plan published rates.
 - 3. For part-time employees hired on or after September 7, 1991, the County will contribute a prorated share of the costs listed as specified in Article 13, Section 2.F. The sum of the County and employee contribution shall constitute full payment, excluding deductibles, co-payments and other fees and charged as specified by the Plan.
 - 4. For purposes of this Article, a full-time employee is defined as an employee in an allocated position whose regular work schedule on an ongoing basis is eighty (80) hours of work in each pay period; a part-time employee is defined as an employee in an allocated position whose regular work schedule on an ongoing basis is less than eighty (80) hours of work in a pay period.

5. In order to be eligible for County contribution, except as otherwise required by law, a full-time employee must be in a paid status, e.g. the employee must receive pay from work hours, compensatory time off, vacation, or sick leave in accordance with paragraph 4 above. An employee who is receiving Worker's Compensation temporary disability shall be eligible for continuation of the County's contribution until such time as eligibility for Worker's Compensation, temporary disability ceases.
6. An employee who ceases to be eligible for County Contributions must pay directly to the Department of Human Resources the full amount of employee and County Contribution in order to retain benefit coverage under the County sponsored Health/Dental benefit plan.
7. The County will not contribute toward the cost of any plan other than those sponsored by the County.

B. Health Plan Benefits are described in the specific Plan Documents.

C. 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 this Article as allowed by law. In such case, neither the County nor the employee shall be required to make the contributions specified in this Article as allowed by law.
2. Open Enrollment periods will occur once every calendar year in October. During an Open Enrollment Period, eligible employees may enroll themselves and eligible dependents in the County sponsored health plan of their choice.

D. Terms and Conditions

1. County sponsored medical plan coverage starts the first day of the month following date of hire and ends the last day of the month of termination of employment. Health Plan coverage shall be in accordance with the provisions of the Plan. Employees who retire or who separate from County service may, at their own expense, continue to be enrolled in the County sponsored plan in accordance with provisions of the plan or as provided by law.
2. The parties agree that the County Medical/Dental/Vision Plan is a Defined Benefit Plan, and that the County is required to provide the specified benefits during the term of this MOU regardless of the level of contribution by the County and its employees.

E. Patient Protection and Affordable Care Act

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

Section 2. OPTIONAL BENEFIT PLAN

Effective the first full pay period of the 2019 health plan year, the Optional Benefit Plan will be converted from a credit contribution to a cash-only model.

The County shall provide each eligible full-time employee a cash payment of \$6,240.00 per fiscal year, which is taxable income, that the employee may use at their discretion to offset the cost of optional benefits. The cash payment shall be prorated over twenty-four (24) benefit pay periods. Each pro-rated contribution shall not be deemed earned until the pay period in which it is paid. Optional benefits are specifically defined in the Optional Benefits 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 - Eligible employees may elect to purchase additional life insurance subject to the provision of the Optional Benefits Plan and respective life insurance plans.
- C. Dependent Care - Eligible employees may elect to establish an account for reimbursing dependent care expenses subject to the provisions of the Optional Benefits Plan.
- D. Un-reimbursed Health Care - Eligible employees may elect to establish an account for reimbursing uninsured health care expenses subject to the provisions of the Plan.
- E. Part-time Employee - A part-time employee, who on December 31, 1989, was provided with the full Optional Benefits Plan as a full-time employee, shall continue to be eligible for the full Optional Benefits Plan.
 - 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 entitled to the same Optional Benefits Plan 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 entitled to receive seventy-five percent (75%) of the Optional Benefits Plan 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 Benefits Plan 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 Benefits 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 PROGRAM

The County agrees to maintain the Employee Assistance Program for employees in the 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 (excluding extra help service and provisional service) with the County as specified below shall be entitled to the percentage monthly contribution of the "employee only" medical coverage rate, not including dental or vision coverage. The percentage contributed is 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. Retiree health contribution rates will be recalculated annually on a calendar year basis effective January 1 of each calendar year.
- B. Pursuant to the Letter of Agreement dated September 1, 2015, County contributions toward retiree health were discontinued for Unit members hired on or after June 30, 2009. However, bargaining unit members hired into an allocated position (excluding extra help and provisional) on or after June 30, 2009, may continue to participate in the County-sponsored retiree health plan options at their own cost provided they meet the criteria specified in the plan.
- 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 Association employees hired on or after June 30, 2009.

Section 5. LIFE INSURANCE

The County shall provide a group term life insurance plan in the amount of forty thousand dollars (\$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 (SDI)

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 SDI.

Section 7. PLAN DOCUMENTS OR CONTRACTS CONTROLLING

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

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. An alternate work schedule that differs from the standard work schedule of the department may, at the sole discretion of the appointing authority, 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 (1) 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 Laws. Employees who request and receive a temporary modified duty assignment due to medical conditions such that they are not performing the essential job functions of their position shall have their probationary period extended for each hour of such modified duty assignment. Nothing herein is intended to prevent the County from extending a probationary period one time for a period not to exceed six (6) months to ensure that an employee has demonstrated all of the necessary skills and traits to successfully pass probation for the job classification.

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.

Section 1. POLICY

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

Section 2. PROCEDURE FOR PERMANENT LAYOFFS

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

- A. The Department of Human Resources with the assistance of the affected department, determines the individuals to be laid off for the initial classification in which a layoff is to occur and for succeeding lower level 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 appointing authority or designee's responsibility to ensure posting.
- B. Layoffs and displacements are made within the department involved and are not County-wide.
- C. Written notice of layoff shall be served on affected employees in person or by USPS Priority Mail 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 proof of service.
- D. 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.

Section 3. 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 civil service status full-time
- (4) Regular civil service status part-time employees.

- A. Longevity - A full-time employee shall receive one (1) 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 shall be included in the service time in the affected class. This includes probationary time. 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 B, below. It does include periods covered by authorized leaves of absences and such service accrued before a previous layoff.
- B. 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 maximum deduction of twelve (12) points. This will sunset after three (3) years from the effective date of the action, and the lost retention points will be restored to the employee.
- C. Flexibly-Staffed Classes - Classes which are budgeted as flexibly staffed 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.
- D. Ties - In cases where two (2) or more employees are tied with the same number of retention points, the following factors shall be considered in order for the purpose of breaking the tie: total County service (including County service prior to the most current period of employment); letters of reprimand; appointing authority determination. Letters of reprimand will be considered as a tie breaking criteria for up to three (3) years from the date of issuance.
- E. Volunteers For Layoff - An employee who occupies a position within a class within a department affected by a layoff and/or displacement may volunteer to be laid off in place of another employee who has fewer retention points and who would otherwise be laid off. Such employee shall be entitled to the same rights and restoration privileges as other employees in accordance with this Article.

Section 4. LAYOFF PRIVILEGES

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

- A. Displacing in a Lower Class - An employee affected by layoff may, at the employee's discretion, in lieu of layoff, displace an employee in a class previously held by the

employee. Retention point computation for displacement purposes are made as determined for the original layoff. This is considered a voluntary demotion.

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

- C. Transfer and Demotion - Employees to be laid off may be permitted to transfer or demote at the discretion of the appropriate appointing authority(s) prior to the layoff effective date. Transfer or demotion may be made to any funded vacant position where the employee meets the minimum qualifications. However, transfer will not be permitted to a position in another County department if a departmental layoff list exists for that class. When an employee transfers or demotes in accord with provisions of this Article and is required by the appointing authority or designee to complete a new probationary period, which results in the employee's rejection during probation, the employee shall not be required to forfeit the employee's status on any layoff list.
- D. 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 one hundred twenty (120) 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 rules 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.
- E. Separation from County Service - Employees who are to be laid off have the option of leaving County service rather than displacing in a lower class, transferring or demoting. In the event an employee is laid off for an indefinite period, the employee may, upon request, receive payment for those benefits normally given to terminated employees.
- F. Employment Interviews - An appointing authority who is referred the names of individuals designated for layoff and who have requested transfers shall ensure that such persons are provided an employment interview.

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

1. All sick leave credited to the employee's account when laid off shall be restored, unless the employee received compensation for such sick leave at the time of the layoff.
2. All retention points held upon layoff shall be restored.
3. All prior service shall be credited for the purpose of determining sick leave and vacation earning rates, longevity pay increases, and time in step.
4. The employee shall be placed on the step of the salary range that was held at the time of the layoff.

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

Section 5. DEVIATION FROM RETENTION POINTS

The Board of Supervisors may approve deviations from the order of layoff by retention points or demotions in lieu of layoff (bumping) when 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 appointing authority or designee shall fully justify and document the reasons therefore. The affected employees shall be provided a written notice of the department's request, reasons therefore and the date the Board of Supervisors shall consider the department's request.

Section 6. APPEAL OF LAYOFF

A. Right of Appeal

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

B. Notice and Timing of Appeal

1. Appeals shall be filed in writing with the Director of Human Resources or designee.
2. Appeals shall be filed within five (5) working days after the date of service of the notice of layoff as provided in Article 16, Section 2.C.
3. The notice of appeal shall state the employee's reasons for the appeal consistent with Article 16, Section 6.A.1.

C. Responsibilities of the Director of Human Resources

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

D. Layoff Arbitration Panel

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

1. Appeals shall be heard by a tripartite panel consisting of:
 - a. A representative designated by the Director of Human Resources or designee.
 - b. A representative designated by the Association.
 - c. A neutral member selected in accordance with Article 16, Section 6.D. 2.
2. The neutral Layoff Arbitration Panel member shall be chosen by:
 - a. Mutual agreement between the County and Association or their designated representatives within five (5) working days of notification to the Association of an appeal.
 - b. If the County and the Association fail to name a neutral arbitration panel member within five (5) working days of notification to the Association of the appeal, a member of the Civil Service Commission (CSC) shall serve as the neutral third member of the arbitration panel.
 - 1) Either party may notify the Chair of the CSC of their inability to agree on a neutral;
 - 2) Either party may notify the Chair of the CSC of their desire that a member of the CSC serve as the neutral member of the Layoff Arbitration Panel in lieu of agreement on a third party;
 - 3) The Chair of the CSC shall name a member of the CSC to serve as the neutral member of the Layoff Arbitration Panel and an

alternate.

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

E. Hearing Process

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

F. Decision

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

ARTICLE 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 Personnel Rules.

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

Section 1. INTENT

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

Section 2. 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 the employee's 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.

Section 3. SCOPE OF GRIEVANCES

- A. A grievance is a claimed violation, misapplication or misinterpretation of the provisions of a MOU or employee protections contained in ordinances, resolutions, written Personnel Rules or written policies, adversely affecting an employee's wages, hours or conditions of employment.
- B. Specifically, excluded from the scope of grievances are:
 - 1. Subjects involving the amendment or change of Board of Supervisor's resolutions and ordinances, which do not incorporate the provisions of this MOU or other employee protections contained in ordinances, resolutions, personnel rules or written policies.
 - 2. Discrimination complaints that allege violations of equal employment opportunity laws or employment discrimination. Such complaints shall be processed pursuant to the County Policy Prohibiting Discrimination, Harassment and Retaliation.
 - 3. Appeals of the Reduction in Force Articles and policies which fall under the appeal process contained within that policy.
 - 4. Appeals of disciplinary actions resulting in termination, demotion, or suspensions without pay. Such appeals shall be processed pursuant to the County's CSC Appeal Procedure.
 - 5. 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.

Section 4. DEFINITIONS

- A. 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 or designee, 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 the Association.
- B. Working Day - shall mean day(s) in which the County's main administration office is open for business.

Section 5. 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.

A. Employee-Initiated Grievance

1. 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 appointing authority or designated manager. The grievance shall describe the issue, identify the Article of the MOU or section of written policy, rule, resolution or ordinance which the employee feels has been violated and the requested remedy.
2. The appointing authority or designated manager shall investigate the grievance. The appointing authority or designated manager's investigation should include a meeting with the grievant and their representative. The appointing authority or designated manager shall respond to the grievance in writing within ten (10) working days of receipt of the grievance. The appointing authority shall sign the response to the grievance.
3. If the appointing authority or designated manager's written response does not resolve the grievance, the grievant, within five (5) working days, shall submit the grievance to the Director of Human Resources or designee. The Director of Human Resources' designee shall not be from the same Department(s) where the grievance arose.
4. The Director of Human Resources or designee shall investigate the grievance. The Director of Human Resources or 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.

B. Association Initiated Grievance

1. The Association shall submit a written grievance to the Director of Human Resources or designee within twenty-five (25) working days of the incident giving rise to the grievance, with copies to affected appointing authority(s).
2. The Director of Human Resources or designee shall investigate the grievance

and, within twenty (20) working days, shall issue a written response to the grievance.

Section 6. ARBITRATION

- A. If the Director of Human Resources' or designees' written response to either an employee or Association initiated grievance fails to resolve the grievance, the Association may request that the grievance advance to arbitration within ten working days of the date of the written response. The decision of the arbitrator is final and binding on all parties, subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.
- B. The grievant's representative and the Director of Human Resources or designee shall attempt to mutually agree on an acceptable arbitrator for the dispute. If no agreement can be reached on an arbitrator within ten (10) 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 MOU.

- C. 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.
- D. The costs of the arbitrator's fees/mileage shall be borne equally by both parties.

Section 7. BASIC RULES

A. Costs

All costs of arbitration or CSC incurred jointly by both parties to the final resolution process shall be borne equally by the parties. Costs incurred separately shall be borne by the party incurring them. Upon expiration of this MOU, the County shall bear the cost of any grievance heard by the CSC. 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.

B. Time Limits

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

C. Representation

The grievant may be accompanied by a shop steward or one other County employee of the grievant's 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 or designee.

D. Shop Stewards

The Association may designate a reasonable number of shop stewards who will be available to assist employees with grievances. Only such shop stewards as are recognized by the Director of Human Resources or designee will be given release time as provided below.

E. 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.

Association designated shop stewards may take a reasonable amount of time, as determined by the Director of Human Resources or designee, 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 April, 2018.

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

Association representatives, not to exceed five (5) 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 MOU recognize and acknowledge that the services performed by the County employees covered by this MOU are essential to the public health, safety, and general welfare of the residents of the County of El Dorado. The Association agrees that under no circumstances will the Association recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, slowdown or picketing (hereinafter collectively referred to as work stoppage) in any office or department of the County, nor to curtail any work or restrict any production, or

interfere with any operation of the County. Nor will this organization recognize the strike or job action of any organization or engage in any sympathy strike by recognizing the strike, job action or picket lines of any other organization. In the event of any such work stoppage by any member of the bargaining unit, the County shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased.

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

Section 1. JOB ACTION – SICK OUTS

Variance from Personnel Rule 1604 (Sick Leave)- 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 appointing authority(s) of the department(s) specified in the CAO declaration shall require that each employee who is unable to report for duty due to illness or injury that is requesting sick leave shall provide a certificate completed and signed by a licensed physician or other qualified medical professional. This certificate shall show that the physician examined the employee during the period of absence from work, state the date of each examination, describe the physician's diagnosis of the employee's illness or nature and extent of the employee's injury and certify that the physician has recommended that the employee be excused from work for medical reasons, and the specific number of days of the recommended excuse. Such medical verification shall be provided to the appointing authority within three (3) working days of the employee's return to work.
- 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 appointing authority upon their return to work. Each request for sick leave time will be evaluated individually at the time the required documentation is received.
- 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 MOU 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 MOU. 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 MOU are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 23. ECONOMIC HARDSHIP

At any time after the effective date of this comprehensive MOU, upon thirty (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 caused the Board of Supervisors to actually reopen negotiations with other employee groups with negotiated MOUs or adopted Salary and Benefit Resolution, except with respect to any salaries governed by Section 504 of the El Dorado County Charter. Any notice provided subject to this section must include evidence demonstrating the basis for the claim of financial hardship.

ARTICLE 24. DRUG FREE WORK PLACE


The County and the Association agree that they are committed to providing and maintaining a drug free work place in accordance with the Drug Free Work Place Act of 1988. It is understood that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and that violation of this provision would subject the employee to disciplinary action. An employee may possess a prescription medication lawfully obtained via a prescription from a licensed medical doctor. The County has a zero tolerance standard for employees being under the influence of or in possession of alcohol and/or drugs while at work. Reasonable effort will be made to inform employees about the dangers of drug abuse in the work place, the availability of any counseling or rehabilitation, as well as the Employee Assistance Program, and that disciplinary action may be imposed upon employees for drug abuse violations occurring in the work place or affecting work performance. The Parties shall discuss the adoption of a reasonable suspicion drug testing policy during the term of this

MOU.

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 MANAGERS' ASSOCIATION
EDCMA



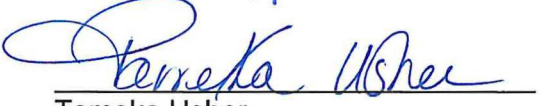
Jack Hughes
Liebert, Cassidy, Whitmore
Lead Negotiator for the County



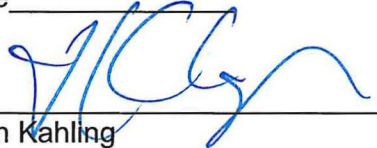
Kim Gillingham
Labor Representative

Date 9-26-19

Date _____



Tameka Usher
Director of Human Resources



John Kahling

Date 9/10/19




Henry Brzezinski

BOARD OF SUPERVISORS



Jon Eslick



~~Chair, Sue Novasel~~
Vice-Chair, Brian K. Veerkamp
Date 10-22-19

ATTEST: Kim Dawson,
Clerk of the Board of Supervisors

By 

Deputy Clerk

Date 10-22-19



RESOLUTION NO. 156-2019

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 Managers' Association representing employees in the Management bargaining unit have met and negotiated in good faith since August 21, 2018; and

WHEREAS, said representatives have reached an agreement on a variety of terms and conditions of employment for employees in the Management bargaining unit to be incorporated as the successor Memorandum of Understanding for the period covering July 1, 2018 through June 30, 2021; and

WHEREAS, members of the El Dorado County Managers' Association representing the Management bargaining unit have held elections and voted to ratify the negotiated terms and conditions contained within the tentative agreement for the successor Memorandum of Understanding; and,

WHEREAS, the previous Memorandum of Understanding between the County of El Dorado and the El Dorado County Managers' Association representing employees in the Management bargaining unit expired June 30, 2018, and the County of El Dorado and the El Dorado County Managers' Association are now bringing the negotiated and fully executed successor Memorandum of Understanding that is attached and incorporated herein to the Board of Supervisors for final approval.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of El Dorado approves, adopts, and authorizes the Chair to sign this Resolution and the successor Memorandum of Understanding that is attached and incorporated herein between the County of El Dorado and the El Dorado County Managers' Association representing employees in the Management bargaining unit, for the period July 1, 2018 through June 30, 2021.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 17th day of September, 2019, by the following vote of said Board:

Ayes: Frentzen, Hidahl, Parlin, Veerkamp, Novasel

Attest:

Kim Dawson
Clerk of the Board of Supervisors

By: *Kim Dawson*
Deputy Clerk

Noes: None

Absent: None

Brian K. Veerkamp
Vice-Chair, Board of Supervisors
Brian K. Veerkamp



RESOLUTION NO. 164-2017

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, some elected department heads are eligible for and receive some form of differential or special pay; and

WHEREAS, on September 26, 2017, the Board of Supervisors approved eliminating most differential and special pays for elected department heads, and converting the existing differential and special pays into each elected department head's base salary to bring the salaries closer to the median of the 2017 compensation study comparator agencies. Additionally, salary adjustments are proposed for three (3) classifications (as noted below with an asterisk) to bring each classification's base salary to at least 25% above the highest base pay of subordinate employees; and

WHEREAS, due to the unrepresented status of elected department heads, the Board of Supervisors may establish the compensation for these positions by resolution pursuant to Section 503 of the County Charter; and

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of El Dorado does hereby adopt the salaries for elected department heads, effective January 1, 2019, as set forth below:

Job Class. No.	Classification	Old Salary	New Salary
1101	Assessor	\$69.23	\$74.36
		\$12,000	\$12,889
1106	Auditor-Controller*	\$71.49	\$87.93
		\$12,392	\$15,241
1116	County Recorder/Clerk	\$66.64	\$66.64 (no change)
		\$11,551	\$11,551 (no change)
1121	District Attorney*	\$88.81	\$97.33
		\$15,394	\$16,870
1126	Sheriff/Coroner/Public Administrator*	\$85.57	\$111.01
		\$14,832	\$19,242
1131	Surveyor	\$56.85	\$62.94
		\$9,854	\$10,910
1136	Treasurer/Tax Collector	\$69.97	\$77.05
		\$12,128	\$13,355

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 7th day of November, 2017, by the following vote of said Board:

Ayes: Ranalli, Veerkamp, Novasel, Frentzen, Hidahl

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

Noes: None
Absent : None

By: Kyra Schaeffer
Deputy Clerk

Shiva E. Frentzen
Shiva Frentzen, Chair, Board of Supervisors



RESOLUTION NO. 165-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 501 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, at the recommendation of the Human Resources Department, the Board of Supervisors shall approve all new classes and class specifications, abolish classes, and determine the representation unit or units to which each class is assigned.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the classification title change as set forth herein, and amends the salary schedule and Authorized Personnel Allocation Resolution #105-2019, effective the pay period following adoption.

Classification Title Change			
Job Class. No.	Bargaining Unit	Current Classification Title	New Classification Title
6132	MA	Highway Superintendent	Maintenance Superintendent

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 8th day of October, 2019, by the following vote of said Board:

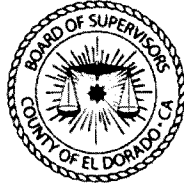
Ayes: Frentzen, Veerkamp, Hidahl, Novasel, Parlin

Noes: None
Absent : None

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kim Dawson
Deputy Clerk

Sue Novasel
Sue Novasel, Chair, Board of Supervisors



RESOLUTION NO. 180-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 501 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, at the recommendation of the Human Resources Department, the Board of Supervisors shall approve all new classes and class specifications, abolish classes, and determine the representation unit or units to which each class is assigned; and

WHEREAS, in accordance with Section 604 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, and Section 601 of the El Dorado County Salary and Benefits Resolution #108-2019 applicable to unrepresented employees, the Board of Supervisors shall by Resolution establish the salary for all authorized positions within the County; and

WHEREAS, in accordance with Section 602 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented employees, and Section 401 of the El Dorado County Salary and Benefits Resolution #108-2019 applicable to unrepresented employees, the Board of Supervisors shall by Resolution specify the number and classification of all authorized positions for each department of the County.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the job class numbers, salary ranges, and bargaining units for the new classifications as set forth herein, and amends the salary schedule, effective the first pay period following adoption.

BE IT FURTHER RESOLVED, that the Board does hereby adopt the allocation changes and amends the Authorized Personnel Allocation Resolution #105-2019 as set forth below, effective the first pay period following adoption.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby abolish the classifications as set forth herein, effective the first pay period following adoption.

New Classification			
Job Class. No.	Bargaining Unit	Classification Title	Salary Range
2524	GE	Medical Billing Technician	\$21.22 - \$25.79 \$3,678.13 - \$4,470.27

Allocation Changes						
Department	Job Class No.	Class Title	Departmental Total Positions			
			Allocated	Filled	Proposed	New Allocation
Chief Administrative Office	2524	Medical Billing Technician	0.0	0.0	+1.0	1.0
Chief Administrative Office	1306/1307	Administrative Analyst I/II	12.0	11.0	+1.0	13.0

Abolish Classifications	
Job Class No.	Classification Title*
2523	Sr. Medical Billing Assistant
2525	Medical Billing Supervisor

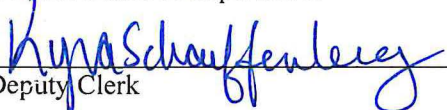
*There are no allocations tied to these classifications

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 22nd day of October, 2019, by the following vote of said Board:

Ayes: Hidahl, Frentzen, Parlin, Veerkamp

Attest:
Kim Dawson
Clerk of the Board of Supervisors

Noes: None
Absent : Novasel

By: 
Deputy Clerk


Vice-Chair, Board of Supervisors
Brian K. Veerkamp

**MEMORANDUM OF UNDERSTANDING
Between**

**The County of El Dorado
And**

**OPERATING ENGINEERS
LOCAL UNION NO. 3
CORRECTIONS UNIT**

July 1, 2018 – June 30, 2023



**MEMORANDUM OF UNDERSTANDING
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**CORRECTIONS UNIT
MEMORANDUM OF
UNDERSTANDING**

ARTICLE 1. TERMS AND CONDITIONS

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

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

This MOU shall become of full force and effect for the period commencing July 1, 2018 – June 30, 2023. Nothing contained herein is intended to be applied retroactively unless expressly indicated herein.

This MOU cancels all previous MOUs and side letters effective on the date of Board of Supervisors approval. The County Personnel Rules shall remain in force and effect other than where superseded by specific provisions of this MOU.

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

ARTICLE 2. AUTHORIZED AGENTS AND RECOGNITION

Section 1. Authorized Agents

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

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

Operating Engineers
Business Representative
Operating Engineers Local Union #3

3920 Lennane Drive
Sacramento, CA 95834

Union shall be responsible for keeping current the name, address and telephone number of the designated representative and a list of persons authorized to act on its behalf or receive service in its name.

Section 2. Recognition

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

ARTICLE 3. COUNTY RIGHTS

County retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this 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 workforce; to increase or decrease the workforce 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 workload; 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 and 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 affect the wages, hours, and other terms and conditions of employment, except, however that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

ARTICLE 4. UNION RIGHTS

Section 1. Payroll Deductions

- A. The Union may have the regular dues, insurance plans, and credit union deductions of its members deducted from employees' paychecks under procedures

prescribed by the County Auditor/Controller. Dues deductions from employees who are in another bargaining unit will be allowed if there is no objection from the exclusive representative of that bargaining unit. The County will rely on certification from the applicable bargaining representative for that purpose. Employees are also entitled to revoke or alter such deductions in the manner provided by State law. Nothing herein shall prohibit the County from placing reasonable limits as to the number of payees or deductions per employee for the purpose of efficient administration of the payroll system.

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

Section 2. Communications with Employees

The Union shall be allowed by a County department, in which it represents employees, use of available bulletin board space for communications having to do with official organization business. All material posted shall 1) not be obscene, 2) not malign the County or its representatives, and 3) not constitute harassment, discrimination, or retaliation based on a legally protected status. The Director of Human Resources or designee reserves the right to remove any materials posted in violation of this section should the Union refuse to remove the material on its own.

The Union may use the County electronic mail (e-mail) for Union business under the following conditions:

- A. E-mails shall not be drafted during working hours (not including duty-free breaks and lunches);
- B. The subject line of the e-mail shall read "Union Information";
- C. All e-mail usage shall be consistent with Departmental policy, the El Dorado County Computer and Network Resource Usage Policies and Standards Guide, and the provisions of this MOU.

Such use shall not interfere with the legitimate needs of the department or County. The designated representative of the Union shall give notice to the Director of Human Resources or 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. Use of County Buildings

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

Section 4. Duplicating Equipment

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

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

Section 5. Release Time

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

Section 6. Advance Notice

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

ARTICLE 5. WAGES AND OTHER RELATED ISSUES

Section 1. Salaries

Effective the first full pay period following Board of Supervisors adoption of the July 1, 2018 to June 30, 2023 MOU, the County will increase base wages of all classifications in this Unit by 4.79% in order to bring the benchmark position of Correctional Officer II and internally tied non-benchmark classifications to approximately 7% behind the median of the County's August 2018 comparable agency compensation survey.

Effective the first full pay period in July, 2020, the County will increase base wages of all classifications in this Unit by 2.0%.

Effective the first full pay period in July, 2021, the County will increase base wages of all classifications in this Unit by 1.0%.

Effective the first full pay period in July, 2022, the County will increase base wages of all classifications in this Unit by 1.15%.

Section 2. Leave Without Pay

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 an authorized leave without pay except as provided by law.

Section 3. Salary Status Upon Reemployment

A full-time or part-time employee who resigns in good standing and is reappointed in the same or closely related class within the same classification series within one (1) year of resignation shall be eligible, with the approval of the appointing authority, to be reappointed at any step up to and including the salary step received prior to resignation. If the appointing authority wishes to rehire the employee at a step which exceeds the step paid at the time of resignation, approval shall be required consistent with the Early Salary Range Step Advancement Policy. For purposes of vacation accrual, such an employee shall receive credit for the amount of prior service in effect at the time of resignation and shall be restored to the place on the vacation accrual table in effect at the time of resignation.

Section 4. Salary Step Increases

- A. After initial appointment into an allocated classification and completion of thirteen (13) biweekly pay periods of satisfactory service at Step 1 of the salary range, and upon recommendation of the appointing authority, the employee shall be advanced to Step 2. If an employee is appointed above Step 1, the employee's first step increase shall occur after completion of twenty-six (26) full pay periods of satisfactory service.
- B. After completion of twenty-six (26) biweekly pay periods of service at each of the

salary steps 2 and above, if the employee has completed probation, the employee shall be automatically advanced to the next higher step in the wage scale of the employee's job classification. However, the employee will not automatically advance to the next step of the applicable wage range if the employee's Appointing Authority or designee submits the required paperwork denying the step increase at least one full pay period prior to the employee's salary review date.

- C. All increases shall be effective on the first day of the biweekly pay period following completion of the required period of service.

ARTICLE 6. DAYS AND HOURS OF WORK, PREMIUMS, AND BONUSES

Section 1. Work Schedule

- A. The appointing authority shall fix the hours of work with due regard for the convenience of the public, the laws of the State and the County, and as best serves the County.
- B. The County agrees to assign employees to a regular work schedule; the County may change that schedule at its discretion. The County agrees to give employees a minimum of an eight (8) working days advance notice of work schedule changes unless otherwise agreed to by the affected employees.

The classification of Correctional Officer is not limited to the normal seven (7) day work period of the Fair Labor Standards Act (FLSA) pursuant to 29 U.S.C. Section 207(k) of the FLSA. At the discretion of the Sheriff or his/her designee, based on available staffing, employees may be assigned to a work schedule consisting of eighty (80) hours in a fourteen (14) day FLSA work period. For employees in such work schedules, overtime shall be defined as any authorized time worked beyond eighty (80) hours per biweekly pay period. The definition of "time worked" shall be as defined in the MOU.

- C. Employees shall be allowed rest periods of fifteen (15) minutes during each half shift. Such rest periods shall be scheduled in accordance with the requirements of the individual department but shall generally occur near the middle of each four-hour shift. Rest periods are not cumulative and if not taken during the four (4) hours shift are lost. Rest periods may not be accumulated to extend lunch hours or to shorten the work day. Neither shall any additional pay accrue to an employee who misses or loses a rest period.
- D. In no case may an employee's work schedule be changed during the work week when the purpose of such change is to avoid overtime compensation, unless written notice has been provided to the employee and is agreed to by the employee.
- E. Effective October 2014, shift assignments shall be subject to seniority bidding

during the months of April, and October. If an employee is on restricted duty status (transitional work agreement, limited duty, etc.) at the time shift bidding takes place and has documentation indicating he/she will no longer continue restricted duty status at actual shift change, the employee shall be allowed to sign up under normal bidding procedures.

All shift assignments will be in place at least ten (10) days prior to the start of the new shift.

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

1. During emergencies or operational exigencies;
 2. During the first twelve (12) months of employment with the County in a classification represented by this Unit;
 3. When the County needs to alter a shift assignment in order to provide remedial supervision or training;
 4. When an individual's shift needs to change, because that individual employee is attending jail operations courses;
 5. When the specific assignment of individuals would negatively affect the proper operation of the jail; or
 6. In order to comply with the provisions of the Americans with Disabilities Act (ADA). This provision cannot be used for punitive purposes.
- F. For purposes of shift sign-up, seniority of Correctional Officer I and II will be defined as the date of initial appointment as a regular Correctional Officer with El Dorado County. If an employee resigns and is subsequently reemployed under provisions of Article 5, Section 3, Salary Status Upon Reemployment, seniority for purposes of shift sign-up shall be the date of reemployment.
- G. Provided advanced approval is obtained from the appropriate supervisor, line staff will be permitted to temporarily exchange shift assignments for educational commitments which meet the requirements in Article 7, Section 1 herein.

Section 2. Overtime

A. Authorization

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

B. Definition

Overtime shall be defined in accordance with FLSA, except as specified otherwise in this MOU for purposes of contract overtime. The designated FLSA work period for a nine-eighty (9/80) alternative work schedule will not correspond to a calendar week.

C. Compensation

1. Overtime required by the FLSA shall be compensated at one and one-half (1 ½) times the employee's regular rate of pay, or at the employee's request and with the department's approval, compensatory time off (CTO) accrued at the rate of one and one-half (1 ½) hours off for each FLSA overtime hour worked. Overtime not required by the FLSA, also known as contract overtime, shall be compensated at one and one-half (1 ½) times the employee's base hourly rate of pay, and shall not be eligible for CTO in lieu.
2. Employees assigned to positions requiring continuous coverage on a twenty-four (24) hour per day, seven (7) days a week basis that are required by the department to work additional time before and/or after their assigned shift will be paid premium compensation at one and one-half (1 ½) times the employee's base hourly rate of pay for the additional work time, regardless of hours actually worked during the work week for any mandatory overtime. This provision does not apply to temporary or ongoing shift reassignment (i.e. to accommodate training), shift swaps between employees, or to any other circumstances provided for in this MOU (i.e. court time, on-call, call-back pay, etc.).

D. Accumulation and Use of Compensatory Time Off

The maximum accumulation of Compensatory Time Off (CTO) shall be one hundred sixty (160) hours.

1. Overtime which is worked will be compensated by either cash or CTO at the employee's option.
2. Upon the request of the employee the County will pay off accumulated CTO time in the twenty-fifth (25th) pay period. It shall be the employee's option to determine whether all or part of the CTO is paid.
3. Use of accumulated CTO shall be a time mutually agreeable to the appointing authority or designee and the employee.
4. Upon termination, any employee with accumulated CTO shall have the CTO paid off in full.

E. Other Provisions

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

Section 3. On- Call Duty Compensation

- A. When warranted and in the interest of the County operation, the appointing authority or designee may assign employees to "on-call" status.
- B. "On-call duty" is an assigned duty outside the normal work week assignment during which an employee must remain where he/she can be contacted by telephone and he/she is ready for immediate call-back to his/her department to perform an essential service.
- C. An employee assigned on-call duty shall be compensated at the rate of one dollar and sixty cents (\$1.60) per hour for each hour of such duty.
- D. An employee shall not be placed on the list to be contacted for on-call duty if the employee is on approved sick leave.

Section 4. Call-Back Compensation

- A. When an employee returns to work because of a department request made after the employee has completed his/ her normal work shift and left the work station, the employee shall be credited with two (2) hours plus any hours of work in excess of two (2) hours in which the employee is continuously engaged in work for which he/ she was called back.
- B. An employee on on-call duty shall be entitled to the aforementioned two-hour minimum only once during a single on-call period or twice during a weekend (defined as two (2) consecutive regular days off) on-call period.
- C. There shall be no duplication or pyramiding of rates under this Section. No employee shall be compensated for on-call duty and call-back duty simultaneously. Hours worked on call-back duty shall be deducted from the prescribed on-call duty to determine the appropriate on-call pay.
- D. "Call-back" time shall be paid as premium compensation at one and one-half (1 ½) times the employee's base hourly rate of pay.

- E. The two (2) hour minimum shall apply only when an employee is required to physically return to work (e.g. leave home or another off duty location) in order to perform required duties. An employee who performs work after regular work hours, but who is not required to leave home, shall be compensated at the premium rate for actual time worked.
- F. Call-back provisions, including the two (2) hour minimum, shall not apply if an employee is called to work within one (1) hour of their normal starting time. If an employee is called to work within the one (1) hour prior to their normal starting time, they shall be compensated under normal FLSA overtime provisions.

Section 5. Tahoe Employment Differential

Eligible employees shall receive a total of ninety-two dollars and thirty cents (\$92.30) biweekly: part-time employees shall receive a bi-weekly total of forty-six dollars and fifteen cents (\$46.15).

Eligible employees are those employees who meet one of the following criteria:

- 1. The employee resides in the Tahoe Basin;
- 2. The employee resides outside of the coverage area for the County’s HMO medical care plan (historically having an eastern boundary of Placerville) and the employee’s primary work location is in the Tahoe Basin.

Employees not meeting one of these criteria shall not be eligible for this differential. For purposes of determining eligibility, an employee’s residence shall be as documented by the physical home address on file with the Department of Human Resources. 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 6. Longevity Pay

Longevity pay shall be granted for continuous service in an allocated position with the County, except as otherwise provided below, as follows:

After 10 years	5% of base hourly rate*
After 15 years	7.5% of base hourly rate*
After 20 years	10% of base hourly rate*

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

- 1. Individuals who have separated from County service and are subsequently re-hired and all future new employees hired on or after the date the Board of Supervisors adopted the July 1, 2018 to June 30, 2023 MOU will not be eligible for longevity pay.

2. Employees who were hired prior to the date the Board of Supervisors adopted the July 1, 2018 to June 30, 2023 MOU, but who have not yet achieved the first longevity tier (5.0% after 10 years of service) will receive that longevity tier once they complete the required period of service. However, these employees will not be eligible for any further longevity pay advancement thereafter.
3. Employees who were hired prior to the date the Board of Supervisors adopted the July 1, 2018 to June 30, 2023 MOU, and who have achieved at least the first longevity tier, shall be allowed advancement in the tiers upon completion of the required period of service through the first day of the pay period including June 30, 2023. After the first day of the pay period including June 30, 2023, such employees shall be frozen in the tier they are eligible to receive and shall not be eligible for any further longevity pay advancement thereafter.

Longevity pay for eligible employees shall be effective on the first day of the biweekly pay period following completion of the required period of continuous service.

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

Section 7. Pay for Working Out of Classification (Acting Pay)

When an employee in a permanent position is required to work in a higher classification for which the compensation is greater than that to which the employee is regularly assigned, the employee shall receive compensation for such work at the rate of pay established for the higher classification pursuant to Personnel Rule 608, Salary on Promotion, commencing on the fifteenth (15th) work day of the assignment, under the following conditions:

- A. The employee is assigned to a program, service or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule. Such authorized position having become vacant due to the temporary or permanent absence of the position's incumbent. A copy of the appointing authority's written approval of this assignment must be submitted to the Director of Human Resources or designee prior to the start of the assignment.
- B. The nature of the departmental assignment is such that the employee in the lower classification becomes fully responsible for the duties of the position of the higher classification.
- C. Employee selected for the assignment is expected to meet the minimum qualifications for the higher classification.
- D. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this MOU.

- E. Higher pay assignments shall not exceed six (6) months except through reauthorization. The appointing authority or designee must provide a letter of justification to the CAO (with a copy to the Department of Human Resources) that demonstrates the continued need for the acting assignment. The CAO may reauthorize acting assignments for an additional six (6) months.
- F. If approval is granted for pay for work in a higher classification and the assignment is terminated and later reapproved for the same employee within thirty (30) days, no additional waiting period will be required.
- G. Allowable overtime pay, shift differentials and/or work location differentials will be paid on the basis of the rate of pay for the higher class.

Section 8. Shift Differential

- A. Any regular employee who is assigned to work and actually works a department defined “night” shift shall receive an additional one dollar (\$1) per hour over their regular rate of pay for all hours actually worked and overtime hours actually worked in conjunction with the shift.
- B. Any regular employee who is assigned to work and actually works a department defined “cover shift” shall receive an additional seventy-five cents (\$0.75) per hour over their regular rate of pay for all hours actually worked and overtime hours actually worked in conjunction with the shift.
- C. An employee who is assigned to work a twelve (12) hour shift shall receive the shift differential if a majority of the hours worked are within the department defined shifts above.

Section 9. Education Incentive

Eligible employees in the Unit shall receive a two percent (2%) of base salary for possession of an Associate in Arts and/or Associate in Science degree from an authorized, regionally accredited educational institution.

Eligible employees in the Unit shall receive a total of five percent (5%) of base salary for possession of a Bachelor of Arts and/or Bachelor of Science degree from a regionally accredited university and/or college as recognized by the United States Department of Education for Post-Secondary Institutions and Programs and/or another authorized source as approved by the appointing authority in writing and submitted to the Department of Human Resources for verification.

The educational incentive is not cumulative and the maximum educational incentive an eligible employee may receive is five percent (5%) (Bachelor’s Degree).

Section 10. Officer-in-Charge

An employee assigned as Officer-in-Charge shall receive a ten percent (10%) differential above his/her current hourly rate for the shift he/she is so assigned. If an employee is assigned Officer-in-Charge duties for part of a shift, he/she shall be compensated the ten percent (10%) differential for the entire shift.

ARTICLE 7. ALLOWANCES FOR WORK RELATED EXPENDITURES

Section 1. Tuition Reimbursement for Accredited Academic Courses

A. Employee-Requested Courses

1. **Applicability** - This Section shall apply only to courses requested by the employee in accordance with the criteria set forth below and submitted on a form to be provided by the County.
2. **Requirements for Partial Reimbursement of Tuition:**
 - a. The requesting employee must be and have been in a regular full-time position in the County for at least two (2) years prior to the start of the course in question.
 - b. The subject matter of the course must be directly related to the employee's present position or to a position within the normal line of promotion within County service for the employee's current classification.
 - c. The employee's attendance at the course will not interfere with the employee's normal duties, responsibilities, or work hours.
 - d. The employee agrees in writing to repay the County, upon termination, any tuition reimbursement received from the County within a twelve (12) month period prior to his/her termination.
 - e. Requests for reimbursement shall be submitted to the County and approved prior to the commencement of the course in question.
3. **Limitations:**
 - a. In order for requests to be granted, the department must determine funds for tuition reimbursement must be available in the departmental budget.
 - b. Reimbursement shall be available at the rate of fifty percent (50%) of actual costs of the tuition fee. (Does not include books, documents, other materials, mileage, travel costs, or other

incidental expenses incurred by the employee.)

- c. The County shall limit its reimbursement to the actual amount not reimbursed to the employee by some other source if such amount is less than fifty percent (50%) of the actual cost of tuition fee as defined in 3.b.
- d. Nothing shall prohibit the County from placing a reasonable dollar limit on tuition reimbursement which may be received by an employee in one (1) fiscal year.
- e. To be eligible for reimbursement, the employee must present satisfactory proof of a final grade of "C" or better or "passed" grade for pass/fail courses for the approved course and a form of receipt showing the amount of tuition paid by the employee.

B. County-Required Training

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

Section 2. Mileage Reimbursement

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

Section 3. Uniform Allowance

Employees who are required to wear a County prescribed uniform, which the employee must buy and maintain, as assigned by the appointing authority, as a regular part of their duties, shall receive a uniform allowance of thirty-three dollars and thirty-three cents (\$33.33) paid twenty-four (24) pay periods per year (the first two pay days of each month).

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

Section 4. Damaged Uniforms and Equipment

All safety equipment damaged or destroyed in the line of duty will be repaired or replaced by the County subject to the approval and recommendation by the Sheriff and CAO according to the following policy:

A. Damage to Uniforms and Privately Owned Safety Equipment

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

B. Privately Owned Safety Equipment

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

C. Replacement Cost

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

1. Expensive Personal Items - Uniform damage claims for expensive personal items are subject to reimbursement at an amount less than the replacement cost.
2. Claims - Claims for items not within the intent of this policy will not be allowed.

3. Receipts - In order to account for use life, the employee will keep cost of receipt of all uniform purchases and must furnish to the Department upon request.
4. Negligence - No reimbursement if caused by negligence on the part of the employee.

D. Procedure for Reimbursement-Uniforms and Privately Owned Equipment

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

E. Disposition - Damaged Article

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

F. Repair Invoices Required

When an article is repaired, a receipt for costs of the service shall accompany the claim for reimbursement. Articles repaired shall be itemized and the cost of each article listed on the bill.

G. Amortization

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

H. Amortization Table

<u>Uniform Item</u>	<u>Use Life</u>
Boots	36 months
Cap	36 months
Coat, Cold Weather	48 months
Glasses - Prescription (Original cost, must use insurance funds if available)	24 months
Glasses - Sunglasses (Not to exceed \$50)	24 months
Gloves	36 months
Jacket, Lightweight	48 months
Jacket, Wool	60 months
Shirt, Short Sleeve	24 months
Shirt, Long Sleeve	24 months
Shirt, Wool Gabardine (long or Short Sleeve)	36 months
Shoes (Not to Exceed \$55)	36 months
Tie	6 months
Trousers, Synthetic	24 months
Trousers, Wool	36 months
Watch (Original Cost Limit \$50)	24 months
Uniform	24 months

Section 5. Court Pay

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

- A. For the morning court session the employee shall be credited with three (3) hours plus any hours of work in excess of three (3) hours in which the employee's attendance is required.
- B. For the afternoon court session the employee shall be credited with three (3) hours plus any hours of work in excess of three (3) hours in which the employee's attendance is required.
- C. Court time shall be paid as premium compensation at one and one-half (1 ½) times the employee's base hourly rate of pay.
- D. Court recesses for lunch shall be considered an unpaid lunch period for the employee.

Section 6. Bilingual Pay

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

- A. Be certified by the Department of Human Resources as possessing the requisite skill in the foreign language (or American Sign Language) required in the assignment; and
- B. Be authorized and required as a regular part of the assignment of duties to converse and/or write in a language other than English (including American Sign Language). In order to be eligible to receive such differential, an employee must demonstrate language proficiency acceptable to the appointing authority (including American Sign Language). The County shall adopt a language proficiency testing process to determine employees' qualification to serve as bilingual skill providers. The Department of Human Resources shall use a verbal and/or written testing process, depending upon the level of bilingual skills required of the employee, to validate the employee's skills. The County shall utilize existing bilingual skill employees to assess employees' bilingual capabilities when possible. Written authorizations to receive a bilingual differential shall be reviewed and renewed annually by the appointing authority or designee.

Section 7. Jail Training Officer Pay

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

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

Section 8. Ammunition

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

ARTICLE 8. EMPLOYEE BENEFITS AND RETIREMENT

Section 1. Medical/Dental

- A. A mutual goal of the County and the Union is to limit and manage the impacts of health plan costs on both County employees and the County's budget.
1. The County and the Union agree to continue during the terms of the MOU, to meet and work on long term options for payment of health care costs. For the term of this MOU, the parties agree to implement a standardized cost sharing for the health insurance premium contribution rates, with the County paying eighty percent (80%) of the premium for full-time employees and the employee paying twenty percent (20%) of the premium.
 2. Health care coverage is on a calendar year (January 1 – December 31). Rates for the ensuing calendar year shall be effective upon approval by the Board of Supervisors, but no earlier than the pay period containing December 1. Rates will be unblended.
 3. Effective the pay period containing December 1, the contributions shall be per the health plan published rates.
 4. The OE3 Trust Health Plan currently offers members two health plan options, Plan A and Plan B. For the term of this MOU, the County will make these plans available to Unit members and will work with OE3 Trust to explore and potentially add additional plan options.

The County contribution levels to the OE3 Trust Health Plans will be the same amount as provided to similar County health plans (e.g., Blue Shield 200 to Plan A and Kaiser to Plan B), but will not exceed the OE3 Trust Health plans actual cost. If additional plans are offered during the term of this MOU, the County and Union will meet and confer over negotiable changes.

Costs for the OE3 Trust Health Plans are determined solely by the OE3 health plan administrator.

Following the Board of Supervisors' approval of the MOU, a one-time double health insurance premium deduction will be deducted from each current employee's pay (or until paid in full) that is enrolled in an OE3 sponsored health plan and as necessary for future changes related to qualifying events.

Employees who are hired after the Board of Supervisors' have approved the MOU, OE3 Health Trust Plan premium deductions will begin the first

pay period after enrollment election made within enrollment time period. Payroll may double deduct premiums in consecutive pay periods based on when employee elects coverage. If enrolled, health insurance benefits will go into effect the first day of the month following hire.

5. For purposes of this Article, a full-time employee is defined as an employee in an allocated position whose regular work schedule on an ongoing basis is eighty (80) hours of work in each pay period; a part-time employee is defined as an employee who is in an allocated position and whose regular work schedule on an ongoing basis is less than eighty (80) hours of work in a pay period.
 6. In order to be eligible for County contribution, other than required by law, a full-time employee must be in pay status, i.e., where the employee is receiving pay from work hours, CTO, vacation or sick leave in accordance with Section 1.A.5. An employee who is receiving Worker's Compensation, temporary disability shall be eligible for continuation of the County's contribution until such time as eligibility for Worker's Compensation, temporary disability ceases.
 7. An employee who ceases to be eligible for County contributions must pay directly to the Department of Human Resources the full amount of employee and County contribution in order to retain benefit coverage under the County-sponsored health/dental benefit plan.
 8. The County will not contribute toward the cost of any plan other than the OE3 Trust Health Plan, as described in Section 1.A.4., above, and those specifically sponsored by the County.
- B. County health plan benefits are described in the Specific Health Plan Document. While mention may be made in this MOU of various benefits and provisions of benefit programs, specific details of benefits provided under the County Health/Dental Plan, Life, Worker's Compensation and Long-Term Disability Programs shall be governed solely by the various plan documents or insurance contracts and/or policies maintained by the County.

OE3 Trust Health plans are described in the OE3 Specific Health Plan Document.

C. Part-Time Employees

A part-time employee whose regular work schedule is more than thirty-two (32) hours per pay period shall be eligible to participate in the health/dental insurance programs on a pro rata basis according to the following schedule.

1. The County shall pay the full County contribution to the medical/dental costs as specified in Article 8. Section 1.A.5. for a part-time employee

whose regular work schedule as documented on the payroll personnel form is between sixty-four (64) to seventy-nine (79) hours per pay period on an ongoing basis; the employee contribution will be automatically deducted from the biweekly pay check.

2. The County shall pay seventy-five percent (75%) of the County contribution to the medical/dental costs for a part-time employee whose regular work schedule as documented on the payroll personnel form is forty (40) to sixty-three (63) hours per pay period on an ongoing basis; the remaining twenty-five (25%) of the County contribution plus the employee contribution will be automatically deducted from the biweekly pay check.
3. The County shall pay fifty percent (50%) of the County contribution to the medical/dental costs for a part-time employee whose regular work schedule as documented on the payroll personnel form is thirty-two (32) to thirty-nine (39) hours per pay period on an ongoing basis; the remaining fifty percent (50%) of the County Contribution plus the Employee Contribution will be automatically deducted from the biweekly pay check.
4. Part-time employees whose regular work schedule is less than thirty-two (32) hours per pay period shall not be eligible for participation in the County medical/dental insurance program.

A part-time employee may work additional or fewer hours than the employee's "ongoing" work schedule without changing the pro rata contribution. The pro rata contribution level may only be changed by amending the payroll personnel form which documents the change to the ongoing work schedule. Related to Section 1.C., an employee, who believes the employee's regular ongoing work schedule has been modified, can submit a written request to the appointing authority to formally change the ongoing work schedule.

D. Enrollment

1. Union employees may choose the County sponsored Plan or OE3 Trust Health Plan. Employees may enroll themselves and their eligible dependents in accordance with the provision of the Plan. Employees may opt not to be covered by the County sponsored medical/dental plan as allowed/required by law, or the OE3 Trust Health Plan if allowed by law. In such case, neither the County nor the employee shall be required to make the contributions specified in Article 8. Section 1.A or 1.C as allowed/required by law.
2. Open Enrollment Periods will occur once every calendar year in October. During an Open Enrollment Period, eligible employees may enroll themselves and eligible dependents in the County-offered health plan of their choice.

E. Terms & Conditions

1. County sponsored medical plan coverage starts the first day of the month following employment and ends the last day of the month following termination of employment. Retirees, at their own expense, may continue to be enrolled in the County-sponsored plan or may be eligible for contributions pursuant to Article 8, Section 9.E. Health Plan coverage shall be in accordance with the provisions of the Plan. Employees who retire or who separate from County service may, at their own expense, continue to be enrolled in the County-sponsored plan in accordance with provisions of the plan or as provided by law.
2. The parties agree that the County Medical/Dental Plan is a Defined Benefit Plan, and that the County is required to provide the specified benefits during the term of this MOU regardless of the level of contribution by the County and its employees.
3. The County agrees to maintain the IRC 125 Plan for employees in the OE3 Trust Health Plan in order to provide the tax advantages to the employees in that Plan for the premiums that they pay.

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

An employee who is a member of the United States Reserve Armed Forces or the National Guard and is called to or volunteers for active military duty in response to a call-up by the President of the United States as provided for by law, shall continue to be eligible for coverage under the applicable medical/dental plan, notwithstanding the employee's absence due to the call-up or ineligibility due to such absence. Coverage shall continue for a period up to one (1) year from the date the employee commences an approved military leave of absence, or until the employee returns from active duty, whichever occurs first. Such continuation of coverage is contingent upon being allowed under the respective health care plan of the employee.

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

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

standard provisions of Article 8 of this MOU shall apply with full force and effect.

G. Patient Protection and Affordable Care Act

The parties acknowledge that the Federal Patient Protection and Affordable Care Act ("PPACA"), its current and future related regulations, and California law developed in response to the PPACA may create new requirements for the County during the term of this MOU. The County will comply with these new statutory and regulatory requirements to the best of its ability. The parties acknowledge that compliance with these requirements is mandatory and therefore not subject to meet and confer.

Section 2. Life Insurance

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

Section 3. Vision Care

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

Section 4. Salary Continuation/Workers' Compensation Leave

Union shall not be entitled to, nor receive the benefits associated with Labor Code Section 4850.

A. Salary Continuation/Workers' Compensation Leave Eligibility

When an employee is absent from duty because of disability caused by illness or injury arising out of, and in the course of employment with the County that has been declared to be compensable under the Workers' Compensation Law.

B. Benefit

Employees determined eligible in accordance with Section 4.A. above, shall receive their full salary, in lieu of temporary disability payments, for the term of the temporary disability, but not to exceed a period of one hundred eighty (180) calendar days or until such earlier date as the employee is retired upon a retirement allowance. Full salary is defined as payment for all regularly scheduled hours of work in a pay period, including those differentials associated with scheduled hours, such as Longevity Pay and Tahoe Differential. Excluded from this payment would be those pays associated with actual work during a pay period, such as Shift Differential, Bilingual Pay and Overtime.

C. Procedure

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

Section 5. State Disability Insurance (SDI)

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

Section 6. Long Term Disability (LTD)

The County shall provide a LTD Insurance Plan with a maximum LTD benefit of \$3,000/month for eligible employees.

Section 7. Injury or Illness Leave Time

The County and Union agree to the following in regard to "leave time" associated with employee injury and illness:

- A. When an employee is off work due to an illness or injury, the County will work with the Union to offer a plan that allows for crediting of service time to the extent possible under the law and CalPERS rules. The parties understand that employees' use of their accrued time, i.e., sick leave, vacation, etc., counts as service credits for CalPERS purposes.
- B. Family Medical Leave Act (FMLA) and California Family Medical Rights Act (CFRA) leave shall begin to count towards an employee's twelve (12) week entitlement from the first day of the FMLA/CFRA qualifying event, with notice to the employee. All terms and conditions of the FMLA/CFRA shall apply.
- C. Employees off work due to a medical leave of absence shall be required to use accumulated sick leave, which may include being integrated with SDI, LTD, Worker's Compensation, etc., if necessary, before going on any other County paid or unpaid leave. Employees may elect to "bank" up to eighty (80) hours of their sick leave for use upon their return to work.
- D. Employees will be allowed to use accumulated vacation, CTO, etc., during a medical leave. For employees who are off work and eligible for FMLA, the County will continue its health insurance contribution, as defined in Article 8, Section 1, on the employee's behalf (employees will be responsible for their portion), up to the time of the employee's separation from County service.

An employee who is receiving less than their scheduled hours as stated above and who ceases to be eligible for County contributions must pay directly to the Department of Human Resources the full amount of the employee and County contribution, as prorated below, in order to retain benefit coverage under the County-sponsored Health/Dental/Vision Benefit Plan.

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

- E. The County will conduct periodic assessments of the status of an employee on medical leave. Assessments will be conducted at thirty (30) days of leave (or 90 days of limited duty) and at least every ninety (90) days thereafter. The employee will be provided with the opportunity to provide input into the assessment.
- F. At any point the medical condition of an employee appears to be permanent, long term, of uncertain duration or likely to preclude the employee's ability to return to work, the County will move to separate the employee and, if appropriate, make application to CalPERS for a disability retirement on behalf of the employee who is eligible for a CalPERS disability retirement. If an employee is not eligible for CalPERS retirement, then the County will move to refer the employee to LTD. Notwithstanding Article 9, Section 3.E., Payment for Unused Sick Leave, employees medically separated under disability retirement shall be paid all of their unused accrued sick leave. If an employee is denied disability under CalPERS or LTD, the employee will return to work.
- G. The County and the Union agree to encourage employees on medical leaves to return to work as soon as possible in a "light duty" or "modified duty" capacity if possible.

Section 8. Employee Assistance Program

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

Section 9. Retirement Issues

A. CalPERS Retirement Formula

Determination of each employee's pension formula will be administered as required by CalPERS.

- 1. Safety Tier 1 - Retirement benefits for Classic employees entering membership for the first time in the Safety Classification prior to October 5, 2012, shall be calculated using the retirement formula of 3% @ 50 with

Single-Highest Year Final Compensation.

2. Safety Tier 2 - Retirement benefits for Classic employees entering membership for the first time in the Safety Classification on or after October 5, 2012, shall be calculated using the retirement formula of 2% @ 50, with Average of Three-Year Final Compensation.
3. Safety Tier 3 - Effective January 1, 2013, New members shall have retirement benefits calculated using the retirement formula of 2.7% at age 57, with Average of Three-Year Final Compensation.

B. Employee CalPERS Contributions

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

1. Employees subject to Tier 1 and Tier 2 CalPERS retirement formulas will pay the employee contribution of 9% of reportable compensation.
2. Employees subject to Tier 3 CalPERS retirement formula pay 50% of the normal cost of their pension as required by law.

C. 1959 Survivors Benefits: The County will provide Level 4 1959 Survivors Benefits, pursuant to Government Code 21382.5. Each employee shall contribute the employee's contribution as required by CalPERS.

D. PER 414(h) Pickup - The County agrees to continue the provisions contained in Section 414 (h) (2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions to CalPERS.

E. Retiree Health Coverage

1. For all employees hired before January 1, 2009, and who have attained a cumulative total completed years of service (excluding extra help service and provisional) with the County as specified below, shall be entitled to the percentage monthly contribution of the "employee only" medical coverage rate (strictly health and not to include dental or vision) at retirement toward a County-sponsored Health Plan as follows:

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

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

County contributions for all bargaining units under this program shall not exceed 1.2% of total County payroll costs during any given fiscal year pursuant to the provisions of the Retiree Health Benefits Contribution Plan Document. The retiree health contribution rates will be calculated annually on a calendar year basis effective January 1 of each calendar year.

The OE3 Trust Health Plan shall be treated as if it were an Alternate County-sponsored Health Plan for purpose of County contributions specified in the Retiree Health Benefits Contribution Plan Document and the provisions of this Section.

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

ARTICLE 9. PAID LEAVES

Section 1. Holidays

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

1. January 1 - New Year's Day
2. January (Third Monday) - Martin Luther King Jr.'s Birthday
3. February (Second Monday) - Lincoln's Birthday
4. February (Third Monday) - Washington's Birthday
5. May (Last Monday) - Memorial Day
6. July 4 - Independence Day
7. September (First Monday) - Labor Day
8. October (Second Monday) - Columbus Day
9. November 11 - Veteran's Day
10. November - Thanksgiving Day
11. November - Friday after Thanksgiving
12. December 24 - Christmas Eve (When December 25 falls on a Thursday, December 26, the day after Christmas, shall be observed as a County holiday in lieu of Christmas Eve, effective 1985.)
13. December 25 - Christmas Day

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

B. If a holiday falls on a Sunday, the following Monday shall be observed as the holiday in lieu thereof. If a holiday falls on a Saturday, the preceding Friday shall

be observed as the holiday in lieu thereof. In years in which December 24 falls on a Sunday, the County shall also observe December 26 as a holiday (Tuesday). In years in which December 25 falls on a Saturday, the County shall also observe December 23 as a holiday (Thursday). It is the intent of this section to give all Unit employees the same number of days off (thirteen [13] eight [8] hour days) with pay for holidays or equivalent compensation.

- C. Regular employees shall be entitled to take all authorized holidays at their base pay, including longevity, not to exceed 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 holiday pay in proportion to the employee's full-time equivalency (FTE).
- D. Employees in assignments, which are part of 24-hour coverage, shall receive holiday pay at the straight time rate for thirteen (13) eight (8) hour holidays per year prorated equally over twenty-six (26) pay periods. No other observance shall be recognized by the County. Employees transferring between 24-hour coverage shifts and non-24-hour coverage shifts shall have their holiday allowance computed and conversion approved by the County Administrative Office and the Auditor/Controller's Office at the time of such transfer.

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

Section 2. Vacation

Unit employees receive vacation benefits consistent with the provisions of the County's Personnel Rules and applicable County ordinances as summarized below.

- A. Accumulation Earned
 - 1. First through forty-eight (48) months of employment: .03875 per hour on pay status (3.1 hours earned per full pay period paid.) Maximum accumulation of 240 hours.
 - 2. Forty-ninth (49) through one hundred and thirty-second (132) months of employment: .05875 per hour on pay status (4.7 hours earned per full pay period paid). Maximum accumulation of 320 hours.
 - 3. One hundred and thirty-third (133) and higher months of employment: .0775 per hour on pay status (6.2 hours earned per full pay period paid). Maximum accumulation of 320 hours.
- B. Limitations
 - 1. Employees covered by this MOU will be eligible to use accrued vacation

after completion of thirteen (13) biweekly pay periods of continuous service with the County.

2. Use of vacation shall be limited to those hours that were accrued as of the prior pay period, and vacation cannot be used in the pay period in which it is earned.
3. Extra-help or other employment time may not count toward the required continuous service for vacation benefits.
4. At the time of termination an employee shall be paid off for all unused accumulated vacation hours.

Section 3. Sick Leave

A. Accrual

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

B. Eligibility

1. Employees covered by this MOU will be eligible to use sick leave with pay after completion of two (2) full biweekly pay periods of continuous service with the County.
2. Employees requesting sick leave to care for family members will be approved in accordance with applicable Federal and State law.
3. Use of sick leave shall be limited to those hours that were accrued as of the prior pay period, and sick leave cannot be used in the pay period in which it is earned.

C. Verification

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

1. Departments may request information in order to aid in the determination of whether the sick leave use is legitimate. The appointing authority or designee may require a physician's statement or acceptable substitute from an employee who applies for sick leave, or make whatever reasonable investigation into the circumstance that appears warranted before taking action on a sick leave request.

2. Departments may require a prescribed affidavit or medical report from. 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.
3. If an employee who has taken sick leave is suspected of abuse, the Department may institute an investigation. Based on the results of that investigation, appropriate action will be taken.
4. Departments may request that the employee provide a physician's statement, as authorized by law or acceptable substitute during an absence if the employee receives notice prior to returning and the absence is longer than three days. However, if an employee has a record of excessive sick leave use, or if the employee's leave use is suspect, Departments may require a physician's letter or other acceptable substitute before authorizing future sick leave usage. Examples of excessive sick leave usage include but are not limited to:
 - a. Documented abuse, or;
 - b. More than six individual uses of sick leave in a twelve (12) month performance evaluation period, or;
 - c. More than four (4) uses of sick leave in conjunction with vacation and/or holidays in a twelve (12) month period.

Each use of sick leave may last one (1) or more days. Each day of a multi-day sick leave absence does not constitute its own individual use of leave. It is important to note that use of leave identified under paragraphs "b" and or "c" above does not automatically indicate abuse; there may be legitimate reasons why an employee is using leave under these circumstances. The primary goal of identifying leave use thresholds is to initiate communication between the County and the employee to determine why an employee is using so much leave and determine if the leave is being abused. Protected leave cannot be tracked for performance evaluation and/or disciplinary reasons unless an employee is using protected leave in an unlawful manner.

D. Incapacity to Perform Duties

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

termination or demotion.

E. Payment for Unused Sick Leave

1. In order to receive payment for unused sick leave at the time of retirement, layoff or voluntary termination, a County employee must have five (5) or more years of County service.
 - a. Employees with over five (5) years of service:
Shall receive 20% of their unused sick leave paid.
 - b. Employees with over ten (10) years of service:
Shall receive 40% of their unused sick leave paid.
 - c. Employees with over fifteen (15) years of service:
Shall receive 70% of their unused sick leave paid.
 - d. Employees with over twenty (20) years of service:
Shall receive 100% of their unused sick leave paid.
2. Maximum number of hours paid shall not exceed five hundred (500). The employee's last hourly rate of pay shall be used in computing payment.

F. Retirees Conversion of Sick Leave to Medical Insurance Premium

An employee who is retiring under the CalPERS system may, at the employee's option, in lieu of subsection E. Payment for Unused Sick Leave (above) receive the equivalent value of that benefit in paid medical plan premiums. Employees shall be responsible for whatever taxes as are appropriate for this benefit.

Section 4. Catastrophic Leave

Catastrophic leave donation is designed to allow employees to donate vacation leave to other employees in times of exceptional need. Justifications for such transfers may include a catastrophic medical condition, injury or incapacitation of the employee.

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

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

Procedure

- A. The requestor must provide a signed written request for donations of vacation leave to his/her supervisor. Additionally, a statement from a health professional verifying an injury or incapacity likely to last for at least one (1) month must be forwarded to the supervisor before any action will be taken. The supervisor will forward the written request and verification to the Department of Human Resources.
- B. An employee's supervisor may take the initiative to request leave donations for an eligible employee. The recipient must consent, and all necessary documentation must be provided.
- C. The Department of Human Resources will ensure the requestor is eligible to receive catastrophic leave donations. Upon approval, the Department of Human Resources will post a notice on EDCnet advising employees of a request for donations. No additional notices will be sent.
- D. An employee wishing to donate vacation (contributor) will complete and submit to the Department of Human Resources a Catastrophic Leave – Vacation Donation form indicating the number of vacation hours to be donated. The contributor must have at least forty (40) hours of vacation hours remaining after the donation. Once submitted, transfers of leave may not be revoked by the contributor. The requestor will not be made aware of who has donated leave.
- E. Donations will be made in one (1) hour increments. Employees may donate up to an annual maximum donation of sixteen (16) hours to any one (1) employee. All donations will be deducted from the contributor's balance and held in queue until such time as they are needed by the requestor. Donated hours will be drawn on by the requestor, as the need arises, from the pool of donated hours on an hour for hour basis. All unused pledges remaining in the pool will be credited back to the original contributors on a last donated, last used basis.

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

ARTICLE 10. PERSONNEL PRACTICES

Section 1. Probation Periods

A. Initial Probationary Period

Probationary periods are considered as a continuation of the selection process and apply to all initial appointments, promotions and employee initiated lateral transfers to a different position. Correctional Officer I and II shall undergo a probationary period of twenty-six (26) biweekly pay periods. Newly hired Correctional Officer II promoted after at least twenty-six (26) pay periods as a Correctional Officer I for the County of El Dorado, shall undergo a probationary period of thirteen (13) pay periods. Employees in the classification of Correctional Sergeant shall serve a probationary period of twenty-six (26) pay periods. Nothing herein is intended to prevent the County from extending a probationary period one time for a period not to exceed six (6) months to ensure that an employee has demonstrated all of the necessary skills and traits to successfully pass probation for the job classification. The County must inform the employee in writing of any probation extension before expiration of the initial probation period.

Time worked by an employee in a temporary, extra-help, or other employment shall not count toward completion of the probationary period. Civil service status shall attach only when a regular employee successfully completes the probationary period for the specific classification during their initial appointment. An employee, who is not rejected prior to completion of the prescribed probationary period, unless extended as per provision herein, shall acquire civil service status automatically.

Leaves of absences, paid or unpaid, leaves granted under the Family Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave, Americans with Disabilities Act, Workers' Compensation Laws, or other legally mandated leaves, and light duty, transitional duty or modified duty assignments that are not considered significantly within the job functions of the job classification or job assignment shall not count towards completion of the probationary period, as provided by law. Individual probationary periods shall be extended commensurately by each hour under these circumstances.

B. Laid-Off Employees

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

C. Rejection During Initial Probation

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

D. Rejection During Secondary Probation

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

Section 2. Performance Evaluation

- A. An employee shall be evaluated by the first-level supervisor above the employee approximately annually. Probationary employees shall receive evaluations every thirteen (13) weeks until completion of their probationary period with the final probationary evaluation due two (2) weeks before the scheduled completion of the probationary period. The evaluation, as prepared by the first level supervisor, shall be reviewed by that supervisor's superior up to and including the appointing authority.
- B. Evaluations will be based primarily on observation by the evaluator of the employee in their performance of his/her duties.
- C. An employee will be informed at least twenty-four (24) hours in advance of a meeting with the employee's supervisor to discuss the employee's evaluation and to put the evaluation in writing on the evaluation form.
- D. The employee shall be informed of his/her right to prepare and have attached to the evaluation any written comments that the employee wishes to make.
- E. When an employee is rated unsatisfactory on any factor, the evaluation will give the reasons for such rating and include specific recommendations for improvement in writing. However, the contents of an employee's performance evaluation are not subject to the grievance procedure.
- F. The employee's signing of an evaluation form does not necessarily mean that the employee agrees with the evaluation, but it does mean that the employee has

had an opportunity to discuss the evaluation with his/her evaluator. Evaluations that are unsigned due to the employee's refusal to discuss or sign the evaluation shall be placed in the employee's file with the signed comment by the supervisor indicating that the employee refused to sign.

- G. The employee will be given a copy of his/her completed evaluation form after it has been reviewed by the Department of Human Resources.
- H. Nothing shall be added to an evaluation after the employee has received a copy of the final evaluation form without the employee's written acknowledgment except as provided in Section 2. F. above.

Section 3. Safety Reporting Procedure

A. Purpose

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

B. Procedure

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

Copies of the safety complaint and the responses at all levels will be provided to Risk Management. The substantive decision of the supervisor or the appointing authority is not grievable under Article 13 of the MOU. However, failure to adhere to this procedure is grievable under Article 13 of the MOU.

Section 4. Promotional Examinations

The County agrees that all promotional exams will be posted for a minimum of twenty (20) days prior to giving the examination. There shall be no former member of the EI

Dorado County Sheriff's Office on the oral board. Seniority points shall not be added to promotional exams.

Section 5. Correctional Officer Training

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

Section 6. Drug Free Work Place

The County and Union agree that they are committed to providing and maintaining a drug free work place in accordance with the Drug Free Work Place Act of 1988. It is understood that the unlawful manufacture, distribution, dispensing, possession or use of drugs and/or alcohol is prohibited in the work place and that violation of this provision would subject the employee to disciplinary action. The County has a zero tolerance standard for employees being under the influence of or in possession of alcohol and/or drugs while at work. Reasonable effort will be made to inform employees about the dangers of drug abuse in the work place, the availability of any counseling or rehabilitation, as well as the Employee Assistance Program, and that disciplinary action may be imposed upon employees for drug abuse violations occurring in the work place or affecting work performance. The Parties shall discuss the adoption of a reasonable suspicion drug testing policy during the term of the MOU.

Section 7. Hepatitis B Inoculations

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

Section 8. Closure of County Buildings Policy

The CAO or his/her designee shall determine when County facilities shall be temporarily closed in an emergency as determined by the CAO.

- A. Any and all twenty-four (24) seven (7) days a week facilities and/or operations are exempt from
- B. Employees whose buildings have been temporarily closed may be reassigned to work sites in the same geographic area.
- C. Regular County employees scheduled to work, but who are directed not report to work or who are sent home from work due to the closure of their work site due to an emergency shall receive their regular pay for that scheduled shift. An employee shall not receive regular pay if the employee does not report to work due to any circumstance when there has not been a County directive closing the employee's work site.
- D. After the first day of closure of a County building, if the County is unable to

reopen a work site, or is unable to obtain an alternative work site in the same geographical area, an employee will be compensated for that day(s) as if it were a holiday.

- E. During a temporary closure of County buildings, those regular employees who are still required to work as part of essential services, as defined by the CAO, would receive premium compensation at one and one half (1 ½) times the employee's base hourly rate of pay for those hours actually worked during designated closure.
- F. Should the closure of a County facility last longer than five (5) working days, the County reserves the right to reassign employees outside their geographical area. In the event of reassignment outside the geographical area, the employee may at his/her request utilize accumulated vacation and/or CTO in lieu of reassignment, unless the CAO makes a finding that the employee's services are essential to the continued operation of the County.
- G. Geographical area is generally defined as:
 - 1. Tahoe Basin
 - 2. Western Slope

Section 9. Concealed Weapons Permit Fees

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

Section 10. Special Assignments

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

Section 11. Administrative Investigation Policy

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

ARTICLE 11. 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.

Section 1. Policy

When necessary, and directed by the Board of Supervisors, a reduction in the County's workforce 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 of Supervisors 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.

Section 2. Procedure for Permanent Layoffs

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

- A. The Department of Human Resources, with the assistance of the affected department, determines the individuals to be laid off for the initial classification in which a layoff is to occur and for succeeding lower level 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 Local 1 current address. It is the appointing authority's responsibility to ensure posting.
- B. Layoffs and displacements are made within the department involved and are not County-wide.
- C. Written notice of layoff shall be served on affected employees in person or by USPS Priority mail sent 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 proof of service.
- D. 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.

Section 3. 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 (civil service status) part-time employees,
- (4) Regular (civil service status) full-time.

A. Longevity

A full-time employee shall receive one (1) point for each full month of continuous service as a regular County employee in his/her classification and higher classifications, including probationary time but excluding time as extra help.

Part-time employees shall receive a proportional amount of retention 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.

B. Performance Disciplinary Actions

1. An employee who receives an involuntary demotion as a disciplinary action will have twelve (12) points deducted from that employee's retention points.
2. 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.

C. Flexibly-Staffed Classes - Classes which are budgeted as flexibly-staffed 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.

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

E. Ties - In cases where two or more employees are tied with the same number of retention points, the following factors shall be considered in order for the purpose of breaking the tie: total County service (including County service prior to the most current period of employment); discipline actions; appointing authority

determination. Letters of reprimand will be considered as a tie breaking criteria for up to three (3) years from the date of issuance.

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

Section 4. Layoff Privileges

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

- A. **Displacing in a Lower Class** - An employee affected by layoff may, at his/her discretion, in lieu of layoff, displace an employee in a class previously held by the employee or in succeeding lower classes in the class series who has less retention points. Retention point computation for displacement purposes are made as determined for the original layoff. This is considered a voluntary demotion.
- B. **Restoration** - Restoration shall be in inverse order of layoff. Names of employees with regular civil service status who have been laid off will be placed on an 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 regular civil servant status, provided that the duties have remained essentially the same. This list shall be maintained in the Department of Human Resources.

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 proof of service 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 individual's responsibility to ensure that a current address is provided to the Department of Human Resources.

- C. **Transfer and Demotion** - Employees to be laid off may be permitted to transfer or demote at the discretion of the appropriate appointing authority(s) prior to the layoff effective date. Transfer or demotion may be made to any funded vacant position where the employee meets the minimum qualifications. 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 accordance with provisions of this Article and is required by the

appointing authority to complete a new probationary period, which results in his rejection during probation, he/she shall not be required to forfeit his/her status on any layoff list.

- D. 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 six (6) months 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 rules 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.
- E. 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.
- F. Employment Interviews - appointing authority(s) who are referred the names of individuals designated for layoff and who have requested transfers shall ensure that such persons are provided an employment interview.
- G. 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 benefit:
 - 1. All sick leave credited to the employee's account when laid off shall be restored, unless the employee received compensation for such sick leave at the time of the layoff.
 - 2. All retention points held upon layoff shall be restored.
 - 3. All prior service shall be credited for the purpose of determining sick leave and vacation earning rates, longevity pay increases, and time in step.
 - 4. The employee shall be placed at the step of the salary range that was held at the time of the layoff.
- H. Meet and Confer - Prior to the actual layoffs, the County's representatives and the Union shall, at the request of the Union, meet and confer over the practical effects of the proposed layoffs.

Section 5. Deviation from Retention Points

The Board of Supervisors may approve deviations from the order of layoff by retention points or demotions in lieu of layoff (bumping) when 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 appointing authority shall fully justify and document in writing no later than two (2) weeks prior to submittal to the Board of Supervisors with the reasons therefore. The affected employees shall be provided a written notice of the department's request, reasons therefore, and the date the Board of Supervisors shall consider the department's request.

Section 6. Appeal of Layoff

A. Right of Appeal

1. Regular civil service employees receiving a notice of layoff shall have the right to appeal solely on the issue of whether or not there was compliance with the procedures prescribed in this Article.
2. The right of appeal is limited to the scope and process provided in this Section, "Appeal of Layoff".
3. The scope of any appeal shall not include such issues as the need for layoff, the reason(s) for layoff, or the exercise of other County prerogatives involved in layoff.
4. Probation, provisional, temporary and extra help employees have no right of appeal of a notice of layoff. Questions and disputes regarding regular civil service status shall be determined by the Civil Service Commission in accordance with their rules, regulations and procedures.

B. Notice and Timing of Appeal

1. Appeals shall be filed in writing with the Director of Human Resources or designee. An email shall be accepted as a written appeal.
2. Appeals shall be filed within five (5) working days after the date of service of the notice of layoff as provided in this Section, "Appeal of Layoff".
3. The notice of appeal shall state the employee's reasons for the appeal consistent with this Article.

C. Responsibilities of the Director of Human Resources or Designee

1. The Director of Human Resources or designee shall within three (3) working days of receipt of an appeal, forward a copy of the appeal to the Union.

2. The Director of Human Resources or designee shall within five (5) working days of receipt of an appeal, determine which employees, if any, will be adversely affected if the appeal is successful. The Department of Human Resources will notify all employees potentially adversely affected of the appeal within five (5) working days of receipt of the successful appeal.

D. Layoff Arbitration Panel

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

1. Appeals shall be heard by a tripartite panel consisting of:
 - a. A representative designated by the Director of Human Resources.
 - b. A representative designated by the Union.
 - c. A neutral member selected in accordance with D.2.
2. The neutral Layoff Arbitration Panel member shall be chosen by:
 - a. Mutual agreement between the County and the Union or their designated representatives within five (5) working days of notification to the Union of an appeal.
 - b. If the County and the Union fail to name a neutral arbitration panel member within five (5) working days of notification to the Union of the appeal, a member of the Civil Service Commission (CSC) shall serve as the neutral third member of the arbitration panel.
 - i. The Department of Human Resources will notify the Chair of the CSC of their inability to agree on a neutral;
 - ii. The Department of Human Resources will notify the Chair of the CSC of their desire that a member of the CSC serve as the neutral member of the Layoff Arbitration Panel in lieu of agreement on a third party.
 - iii. The Chair of the CSC shall name a member of the CSC to serve as the neutral member of the Layoff Arbitration Panel and an alternate.
3. The Layoff Arbitration Panel shall convene and open the hearing within fifteen (15) working days of the initial filing of the appeal. Representatives to the arbitration panel shall be named with primary consideration being given to their availability to meet within the fifteen (15) working day time

limit.

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

E. Hearing Process

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

F. Decision

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

ARTICLE 12. APPEALS

Section 1. Appeals of Disciplinary Actions

An employee in the Union, having obtained civil service 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 the Personnel Rules.

Section 2. Administrative Appeal

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

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

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

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

ARTICLE 13. GRIEVANCE PROCEDURES

Section 1. Intent

It is the intent of this procedure to provide for an orderly and equitable procedure for the resolution of misunderstanding and disputes between the County and its employees.

Section 2. Scope of Grievances

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

B. Exclusions

Specifically, excluded from the scope of grievances are:

1. Subjects involving the amendment or change of Board of Supervisor's resolutions and ordinances, which do not incorporate the provisions of this MOU or other employee protections contained in ordinances, resolutions, personnel rules or written policies.
2. Discrimination complaints that allege violations of equal employment opportunity laws or employment discrimination which shall be processed under the County's Discrimination Complaint Procedure.
3. Appeals of the "Reduction in Force" articles and policies which fall under the appeal process contained within that policy.
4. Appeals of disciplinary actions resulting in termination, demotion, or suspensions without pay which fall under the County's Appeal Procedure.

C. Definitions

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

D. Grievance Procedure Steps

1. Informal Discussion - Every effort should be made to settle grievances at the lowest level of supervision possible. If an employee has a complaint relating to a work situation, the employee is encouraged to request a meeting with the employee's immediate supervisor to discuss the problem in effort to clarify the issue and to work cooperatively toward settlement. Such discussion shall occur within fifteen (15) working days of the incident or occurrence giving rise to the complaint. The immediate

supervisor shall respond informally within seven (7) working days.

2. Formal Grievance Steps - The formal grievance procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein.
 - a. Immediate Supervisor - An employee and representative may formally submit a grievance to the immediate supervisor within fifteen (15) working days from the date of the immediate supervisor's informal decision or if the informal discussion has not taken place fifteen (15) working days from the date of the incident or occurrence giving rise to the complaint. An email may serve as a formal submission. Such a written grievance shall set forth the facts at issue, the relief sought and the time of the occurrence of any alleged incident or violations precipitating the grievance. The immediate supervisor shall respond in writing within seven (7) working days after receiving the grievance. If the grievance is denied, the reasons for denial shall be given in the supervisor's response. This response shall contain the position to which the next level of employee grievance should be addressed such as an intermediate supervisor or appointing authority.
 - b. Intermediate Supervisor - If the grievance is not resolved by the written decision of the immediate supervisor and if there is an intermediate level of supervision, the grievant and representative may, within ten (10) working days after the date of the immediate supervisor's decision, file a written appeal to the intermediate supervisor designed in the decision being appeal. Such intermediate supervisor shall respond in writing within fifteen (15) working days. If the grievance is denied, the reasons for denial shall be given in the supervisor's response. This response shall contain the position to which the next level of employee grievance should be addressed.
 - c. Appointing Authority - If the grievance is not resolved by the written decision of the immediate/intermediate supervisor, the grievant and representative may submit in writing within ten (10) working days after the date of the immediate/intermediate supervisor's written decision the grievance to the appointing authority. The appointing authority shall conduct such meeting(s) with the employee; informal hearings and investigations as are appropriate in the appointing authority's judgment and deliver to the grievant a written decision within fifteen (15) working days. If the grievance is denied, the reasons for denial shall be included in the response.
 - d. Director of Human Resources or Designee - If the grievant and

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

3. Final Resolution - Should the grievant and representative be unsatisfied with the decision of the Director of Human Resources or designee, the grievant and representative may within ten (10) working days notify the Director of Human Resources or designee that the grievant is appealing the Director of Human Resource's or designee's decision to arbitration, for final resolution of the grievance, subject to ratification by the Board of Supervisors if the decision required an unbudgeted expenditure. Grievances that involve an interpretation of a personnel resolution, personnel rule or MOU shall be appealed through the arbitration method as it is described in this paragraph.

If Arbitration is chosen, the grievant and representative and the County's management representative shall attempt to mutually agree on an acceptable arbitrator. If no agreement can be reached on an arbitrator within five (5) working days, a list of seven (7) names from the California State Conciliation and Mediation Service shall be obtained. The parties shall alternately strike names until only one (1) name remains, which name shall be the arbitrator in the dispute. The party to strike the first name shall be chosen by lot. The arbitrator shall have no power to add to, subtract from, alter, modify, or go beyond the applicable provisions of the MOU or Resolution.

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

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

ARTICLE 14. PEACEFUL PERFORMANCE CLAUSE

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

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

ARTICLE 15. FULL UNDERSTANDING, MODIFICATION, and WAIVER

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, relating to any such matters are hereby superseded or terminated in their entirety.

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

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

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

ARTICLE 16. SEVERABILITY

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


ARTICLE 17. ECONOMIC HARDSHIP REOPENER

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

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

COUNTY OF EL DORADO


Operating Engineers
Local Union No. 3 of the International Union
of Operating Engineers, AFL-CIO,
Corrections



Jack Hughes
Liebert, Cassidy, Whitmore
Lead Negotiator for the County
11/8/19
Date




Michael De Anda
Business Representative
10-24-19
Date



Kyle Danielson



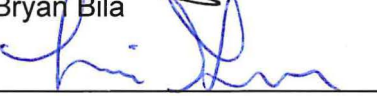
Tameka Usher
Director of Human Resources
11/1/19
Date



Juan Sapien



Bryan Bila



Lonnie Grover

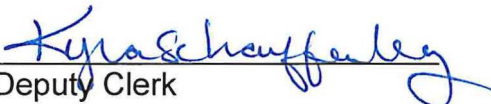
BOARD OF SUPERVISORS



Sue Novasel, Chair

11-5-19
Date

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

By 
Deputy Clerk



RESOLUTION NO. 188-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, representatives of the County of El Dorado and representatives of the Operating Engineers Local No. 3 representing employees in the Corrections bargaining unit have met and negotiated in good faith since May 23, 2018; and

WHEREAS, said representatives have reached an agreement on a variety of terms and conditions of employment for employees in the Corrections bargaining unit to be incorporated as the successor Memorandum of Understanding for the period covering July 1, 2018 through June 30, 2023; and

WHEREAS, members of the Operating Engineers Local No. 3 representing employees in the Corrections bargaining unit have held elections and voted to ratify the negotiated terms and conditions contained within the tentative agreement for the successor Memorandum of Understanding; and,

WHEREAS, the previous Memorandum of Understanding between the County of El Dorado and the Operating Engineers Local No. 3 representing employees in the Corrections bargaining unit expired June 30, 2018, and the County of El Dorado and the Operating Engineers Local No. 3 are now bringing the negotiated and fully executed successor Memorandum of Understanding that is attached and incorporated herein to the Board of Supervisors for final approval.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of El Dorado approves, adopts, and authorizes the Chair to sign this Resolution and the successor Memorandum of Understanding that is attached and incorporated herein between the County of El Dorado and the Operating Engineers Local No. 3 representing employees in the Corrections bargaining unit, for the period July 1, 2018 through June 30, 2023.


PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 5th day of November, 2019, by the following vote of said Board:

Ayes: Frentzen, Hidahl, Veerkamp, Novasel, Parlin

Attest:
Kim Dawson
Clerk of the Board of Supervisors

Noes: None
Absent : None

By: 
Deputy Clerk


Sue Novasel, Chair, Board of Supervisors

MEMORANDUM OF UNDERSTANDING

Between

The County of El Dorado

And

El Dorado County Criminal

Attorneys' Association

(EDCCAA)

July 1, 2018 – June 30, 2021



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 County of El Dorado (County) represented by the El Dorado County Criminal Attorneys' Association (EDCCAA or Association).

ARTICLE 1. TERMS AND CONDITIONS OF EMPLOYMENT

Section 1. Negotiations

The Association and County representatives have met and conferred in good faith in regard to wages, hours, and other terms and conditions of employment covering employees in the Criminal Attorney bargaining unit (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 – et seq.), and has been jointly prepared by the parties.

Section 3. Ratification

This Memorandum of Understanding (MOU) shall be presented to the Board of Supervisors, as the joint recommendations of the undersigned, for salary and employee benefit adjustments for the period commencing on July 1, 2018 and ending June 30, 2021. Unless otherwise indicated herein, all provisions shall become effective on the date approved by the Board of Supervisors.

Section 4. Complete Understanding

This MOU cancels all previous MOUs and letters of agreement. The County of El Dorado Personnel Rules and all other County policies and rules shall remain in force and effect other than where superseded by specific provisions of this MOU.

ARTICLE 2. AUTHORIZED AGENTS AND RECOGNITION

Section 1. Authorized Agents

The parties agree that the Association 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 or designee is the representative of the County in matters related to employer-employee relations.
- B. EDCCAA is the exclusively recognized employee organization for the 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, are included, but 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 affect the wages, hours, and other terms and conditions of employment, except, however that the scope of representation shall not include consideration of the merits, necessity, or

organization of any service or activity provided by law or executive order.

ARTICLE 4. EDCCAA RIGHTS

Section 1. Representation

This Memorandum covers the employees in the classifications that Association is certified as representing. 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 Association 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 appointing authority 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 Association representatives shall be released from duty to attend formal meet and confer sessions, grievances, or discipline meetings with the County. Association shall notify the Director of Human Resources or designee of the names of employees who are official representatives of Association, 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 Association or its representatives during non-duty hours in accordance with availability and administrative procedures.

Section 5. E-Mail

The Association may use the County electronic mail (e-mail) for Association business under the following conditions:

- A. E-mails shall not be drafted during working hours (not including duty-free breaks and lunches);
- B. The subject line of the e-mail shall read "EDCCAA Information". E-mail shall be in good taste and shall not malign the County or 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 County of El Dorado Computer and Network Resource Usage Policies and Standard Guide and the provisions of this MOU.

Section 6. Dues Deductions

A. Payroll Deductions – Criminal Attorney Unit

1. It is agreed that Association membership is not a mandatory condition of employment for any employee in the Unit covered by this agreement. The Association may have the regular dues deductions of its employees deducted from employees' paychecks under procedures prescribed by State law.
2. The County will provide to the Association a list of the new employees hired into regular positions represented by the Association during pay periods in which there is a new employee in the Unit.
3. 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 an employee's 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 Association 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.

Association shall defend, indemnify and hold harmless, release and save the County and its agents and employees 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 reasonable cost of County's attorney fees and costs, and the reasonable cost of management preparation time.

ARTICLE 5. SALARY AND OTHER RELATED ISSUES

Section 1. Salaries

Effective the first full pay period following Board of Supervisors' adoption of the 2018-2021 MOU, County will make the following base wage increases for all classifications in this Unit:

Step 1 4.32% base wage increase for purposes of an equity adjustment;

Step 2 3.85% base wage increase in exchange for the deletion of management leave cash-out;

Step 3 1.92% base wage increase in exchange for reduction of annual management leave accrual from eighty (80) hours to forty (40) hours.

Effective the first full pay period following Board of Supervisors' adoption of the 2018-2021 MOU, County will adjust internal salary alignments between classifications in this Unit as follows:

I will be 17.8% below II

II will be 14.4% below III

III will be 15.7% below IV

Effective the first full pay period in July, 2019, County will increase base wages of all classifications in this Unit by 1.92% in exchange for reduction of annual management leave accrual from forty (40) hours to zero (0) hours.

Effective the first full pay period in July, 2019, County will make a base wage adjustment for all classifications in this Unit in an amount to be determined by the 2019 El Dorado County comparable agency survey (survey); the 2019 survey will use the same nine (9) comparator agencies, elements of compensation and benchmark classification as the 2018 survey prepared by the County's Human Resources Department. The adjustment will place the El Dorado County benchmark (Deputy District Attorney IV) and internally tied classifications at 5.0% below the market median (+/- 1.0%).

Effective the first full pay period in July, 2020, County will make a base wage adjustment for all classifications in this Unit in an amount to be determined by the 2020 survey, which will use the same nine (9) comparator agencies, elements of compensation and benchmark classification as the 2019 survey prepared by the County's Human Resources Department. The adjustment will place the El Dorado County benchmark and internally tied classifications at 5.0% below the market median (+/- 1.0%).

Section 2. 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 Personnel Rules. For purposes of vacation accrual and shift selection, such an employee shall receive credit for the amount of prior service in effect at the time of resignation and shall be restored to the place on the vacation accrual table and the shift selection order in effect at the time of resignation. An employee that is reemployed after the effective date of this MOU will not be eligible for County contribution to retiree insurance.

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, receive credit for the amount of prior service in effect at the time of resignation, and shall be restored to the place on the vacation accrual table in effect at the time of resignation. An employee that is reemployed on or after June 30, 2009, will not be eligible for County contribution toward retiree health insurance, in accordance with Article 12, Section 4.

For purposes of vacation accrual, such an employee shall receive credit for the amount of prior service in effect at the time of resignation and shall be restored to the place on the vacation accrual table in effect at the time of resignation.

Section 3. Salary Provisions Upon Restoration From Lay Off

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 4. Salary Step Increases

- A. After initial appointment into an allocated classification and completion of thirteen (13) biweekly pay periods of satisfactory service at Step 1 of the salary range, and upon recommendation of the appointing authority, the employee shall be advanced to Step 2. If an employee is appointed above Step 1, the employee's first step increase shall occur after completion of twenty six (26) full pay periods of satisfactory service.
- B. Except as provided in Article 9, Section 6, or otherwise in this MOU, after completion of twenty six (26) biweekly pay periods of service at each of the salary steps 2 and above, if the employee has completed probation, the employee shall be automatically advanced to the next higher step in the salary range. However, the employee will not automatically advance to the next step of the applicable salary range if the employee's Appointing Authority or designee submits the required paperwork denying the step increase at least one full pay period prior to the employee's salary review date.
- C. All increases shall be effective on the first day of the biweekly pay period following completion of the required period of service.

ARTICLE 6. 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. 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 twenty-six (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

Regular full-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 paid status for the full day on both their regularly scheduled work days immediately preceding and following the holiday.

Regular part-time employees shall be entitled to holiday pay as described above in proportion to the percentage of hours worked during the biweekly pay period which includes a holiday, not to be compounded and not to exceed eight (8) hours for any one (1) day. The holiday hours paid but not worked will not be used in the calculation of the percentage of hours worked that determines how many holiday hours will be paid. The appointing authority may approve holiday pay when an employee has insufficient sick leave accruals to maintain paid status for the full day immediately preceding and following the holiday, provided the employee will use at least twelve (12) hours of sick leave or the maximum number of hours required in the coordination of State Disability Insurance (SDI) during the pay period that includes the holiday.

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 7. 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). Maximum accumulation of three hundred twenty (320) hours vacation leave.
- 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). Maximum accumulation of three hundred twenty (320) hours vacation leave.
- 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). Maximum accumulation of three hundred twenty (320) hours vacation leave.

Effective the first full pay period following the Board of Supervisor's adoption of the 2018-2021 MOU, the maximum vacation accrual cap will be changed from four hundred (400) hours to three hundred twenty (320) hours; employees who have accrued over three hundred (300) hours as of the pay period the Board of Supervisor's adopts the 2018-2021 MOU will receive a one-time cash-out for all vacation hours over three hundred (300).

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. Use of Vacation shall be limited to those hours that were accrued as of the prior pay period, and vacation cannot be used in the pay period in which it is earned. 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. Except as provided for in Article 7, Section 1, no employee in this 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 appointing authority or designee, 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 appointing authority or designee.

In the event an employee is not permitted to take all of the vacation to which he or she is entitled in a calendar year, the employee shall be permitted to accumulate the unused portion to the employee's credit, provided that the employee 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 appointing authority or designee; the appointing authority or designee is responsible for ensuring 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 appointing authority or designee to require vacation leave is taken in order to avoid 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 in the event of the death of an employee. Such donations shall be made on and pursuant to 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 8. 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.

- A. Employees requesting sick leave to use for the purposes of the care of family members will be approved in accordance with applicable Federal and State law.
- B. Use of sick leave shall be limited to those hours that were accrued as of the prior pay period. Sick leave cannot be used in the pay period in which it is earned.

Section 3. Usage

Employees are entitled to use accrued sick leave with the approval of the appointing authority or designee, 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.
- 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 (SDI) – An employee of the County who is entitled to receive SDI may elect to take only that portion of the employee's accumulated leave balances as when added to the employee's SDI will equal one hundred percent (100%) of the total base salary. It is the employee's responsibility to file for SDI and make all arrangements with the Auditor's Office for leave integration.

Section 6. Administration of Sick Leave

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

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

- A. Departments may request information in order to aid in the determination of whether the sick leave use is legitimate. An appointing authority or designee may require a physician's statement or acceptable substitute from an employee who applies for sick leave, or make whatever reasonable investigation into the circumstances that appears warranted before taking action on a sick leave request.
- B. Departments may require a prescribed affidavit or medical report form. When an employee is absent for longer than ten (10) consecutive working days, the employee will be required to submit a statement from the employee's physician releasing the employee for normal duty.
- C. Sick leave abuse is defined as follows:
 - 1. If an employee who has taken sick leave is suspected of sick leave abuse, the department may institute an investigation. Based on the results of that investigation, appropriate action will be taken.
 - 2. The County may request that the employee provide a physician's statement, as authorized by law or acceptable substitute during an absence if the employee receives notice prior to returning and the absence is longer than three (3) days. However, if an employee has a record of excessive sick leave use, or if the employee's leave is suspect, the County may require a physician's letter or other acceptable substitute before authorizing future sick leave usage. Examples of excessive sick leave usage include, but are not

limited to:

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

Each use of sick leave may last one (1) or more days. Each day of a multi-day sick leave absence does not constitute its own individual use of leave.

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

- D. When an employee has been determined to have used sick leave for illegitimate purposes, the County may recover such funds.
- E. Each appointing authority shall maintain complete 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 (5) 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 five hundred four (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, an employee with five (5) or more years of County service may elect to receive a payoff of their unused sick leave up to a maximum of five hundred four (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 CalPERS system may, at his/her option, in lieu of Section 10, Payment for Unused Sick Leave at Retirement, receive the equivalent value of that benefit in paid health plan premiums. Employees shall be responsible for whatever taxes are payable for this benefit.

ARTICLE 9. LEAVES

Section 1. Management Leave

Effective the first full pay period following the Board of Supervisor's adoption of the 2018-2021 MOU, in exchange for a base salary increase prescribed in Article 5, Section 1, management leave for this Unit shall be reduced from eighty (80) hours to forty (40) hours; any credited management leave in excess of forty (40) hours shall be deleted. Effective July, 2019, in exchange for a base salary increase prescribed in Article 5, Section 1, employees in this Unit shall no longer be eligible for management leave and none shall be credited in July, 2019.

- A. Part-time employees shall receive a prorated share of management leave based upon their ongoing work schedule.
- B. Employees hired after January 1 of each year shall receive half the designated entitlement of management leave.

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 County 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 (2) 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 County employment shall not be compensated by the County, excepting upon the approval of the appointing authority, earned vacation or accumulated compensatory 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 (CAO), may place an employee on leave of absence with pay (suspended with pay) for a period not to exceed thirty (30) working days. Such leave may be extended with justification with approval of the CAO. 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 forty-eight (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 appointing authority 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 10. 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 in an allocated position with the County except as otherwise provided in this MOU or the Personnel Rules, 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 for eligible employees shall be effective on the first day of the biweekly pay period following completion of the required period of service.

Employees represented by this Unit prior to the day the Board of Supervisors adopts the 2018-2021 MOU shall be allowed advancement in the longevity tiers, above, through the pay period including December 31, 2020; effective the first full pay period following December 31, 2020, such employees shall be frozen at the longevity pay, if any, they receive at that time and are not eligible for any further longevity pay advancements for subsequent years of service.

Except as provided for in Article 5, Section 3.B, employees added to this Unit on or after the day the Board of Supervisors adopts the 2018-2021 MOU will not be eligible for longevity pay.

Section 2. On-Call Assignments

The department may assign an employee 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 who is assigned on-call duty shall be compensated at the rate of one hundred ninety-six dollars and eighty cents (\$196.80) per weekly assignment of such duty.

Section 3. Bilingual Differential

When the appointing authority or designee designates in writing that an employee must utilize bilingual skill as a required component of the employee's job duties and necessary in the delivery of County services, the employee will be paid a bilingual differential of one dollar (\$1.00) per hour for all hours in pay status. The bilingual differential shall be paid for bilingual proficiency in Spanish, Sign Language, or any language determined by the appointing authority 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 appointing authority. The County shall adopt a language proficiency testing process to determine employees' qualifications as bilingual skill providers. The Human Resources Department shall use a verbal and/or written testing process, depending upon the level of bilingual skill required of the employee, to validate the employee's skills. The County shall utilize existing bilingual employees to assess employees' bilingual capabilities when possible. Written authorizations to receive a bilingual differential shall be reviewed and renewed annually by the appointing authority. This differential shall only apply when an eligible employee is in paid status for a majority of their assigned hours in a pay period.

Section 4. Tahoe Employment Differential

In recognition of limited choices of health care plans, providers, and associated costs in the Tahoe Basin, eligible employees 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).

Eligible employees are those employees who meet one of the following criteria:

1. The employee resides in the Tahoe Basin;
2. The employee resides outside of the coverage area for the County's HMO medical care plan (historically having an eastern boundary of Placerville) and the employee's primary work location is in the Tahoe Basin.

Employees not meeting one of these criteria shall not be eligible for this differential. For purposes of determining eligibility, an employee's residence shall be as documented by

the physical home address on file with the Human Resources Department. 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 the classification to which the employee is regularly assigned and the employee works in such assignment for more than fifteen (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 Personnel Rules and such authorized position has become vacant due to the temporary or permanent absence of the position's incumbent. A copy of the appointing authority's written approval of this assignment must be submitted to the Director of Human Resources or designee 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 Human Resources Director or designee, in his/her sole discretion, an employee will be entitled to pay for a higher classification, which shall not be less than five percent (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. If the employee does not meet the minimum qualifications, the appointing authority, prior to assigning the employee to the acting position, must provide justification for such selection to Human Resources for approval.
- 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 by the Human Resources Director or designee.
- 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.
- H. Employees in this Unit who are given an acting pay assignment in a classification in another bargaining unit will continue to have all pay and benefits determined by this Agreement.

Section 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 employees in the amount not to exceed four hundred dollars (\$400) of the annual contribution by the employee 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 (10) or more years of County service.
- C. **Contributions At 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.

Section 10. Lead Attorney Pay Differential

At the discretion of the appointing authority, employees in the Deputy District Attorney III or IV and the Deputy Public Defender III or IV classifications may be assigned and designated as a lead attorney. As a lead attorney, employees will be responsible for providing technical and functional direction to a team of Deputy District Attorneys or Deputy Public Defenders, which may also include other law enforcement staff; directing, assigning, and reviewing the work of the team; providing training and direction on case strategies to the team; and planning and coordinating team activities. When assigned on a full time basis by the appointing authority, the employee shall receive a seven and one-half percent (7.5%) pay differential of the employee's base salary during the term of the assignment. The lead attorney pay differential shall be limited to a maximum of three (3) lead attorneys in the District Attorney's Office and maximum of two (2) lead attorneys in the Public Defender's Office. When such assignment is terminated at the discretion of the appointing authority, the employee is no longer eligible to receive the lead attorney pay differential. Such loss of lead attorney assignment and pay differential shall not be considered a "punitive action" and is not subject to appeal or the grievance procedure.

ARTICLE 11. RETIREMENT

Section 1. CalPERS Retirement Formula

Determination of each employee's pension formula will be administered as required by CalPERS.

- A. Tier 1 - Retirement benefits for Classic members entering membership for the first time in the miscellaneous classification prior to October 5, 2012, shall be calculated using the retirement formula of 2% @ 55 with Single-Highest Year Final Compensation.
- B. Tier 2 - Retirement benefits for Classic members entering membership for the first time in the miscellaneous classification on or after October 5, 2012, shall be calculated using the retirement formula of 2% @ 60, with Average of Three-Year Final Compensation.
- C. Tier 3 - Effective January 1, 2013, New members shall have retirement benefits calculated using the retirement formula of 2% at age 62, with Average of Three-Year Final Compensation.

Section 2. CalPERS Contribution

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

- A. Employee subject to Tier 1 and 2 shall pay the seven percent (7%) employee portion

of the CalPERS contribution.

- B. Employees subject to the Tier 3 will pay fifty percent (50%) of the normal cost of their pension as required by law.

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

Section 3. Survivors Benefits

The County will provide employees "Level III" 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 CalPERS regulations.

ARTICLE 12. INSURANCE

Section 1. Medical, Dental & Vision Plan

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

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

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

3. For part-time employees hired on or after September 7, 1991, the County will contribute a prorated share of the costs commensurate with the proration specified in Article 12, Section 2.F. The sum of the County and employee contribution shall constitute full payment, excluding deductibles, co-payments and other fees and charged as specified by the Plan.

4. For purposes of this Article, a full-time employee is defined as an employee in an allocated position whose regular work schedule on an ongoing basis is eighty (80) hours of work in each pay period; a part-time employee is defined as an employee in an allocated position whose regular work schedule on an ongoing basis is less than eighty (80) hours of work in a pay period.
5. In order to be eligible for County Contribution, except as otherwise required by law, a full-time employee must be in a paid status, e.g. the employee must receive pay from work hours, compensatory time off, vacation, or sick leave in accordance with Section 1.A(4), above. An employee who is receiving Worker's Compensation, temporary disability shall be eligible for continuation of the County's Contribution until such time as eligibility for Worker's Compensation, temporary disability ceases.
6. An employee who ceases to be eligible for County Contributions must pay directly to Risk Management the full amount of employee and County Contribution in order to retain benefit coverage under the County sponsored Health/Dental benefit plan.
7. The County will not contribute toward the cost of any plan other than those sponsored by the County.

B. Health Plan Benefits are described in the specific Plan Documents.

C. 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 this Article as allowed by law.
2. Open Enrollment periods will occur once every calendar year in October. During an Open Enrollment Period, eligible employees may enroll themselves and eligible dependents in the County sponsored health plan of their choice.

D. Terms and Conditions

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

2. The parties agree that the County Medical/Dental/Vision Plan is a Defined Benefit Plan, and that the County is required to provide the specified benefits during the term of this MOU regardless of the level of contribution by the County and its employees.

E. Patient Protection and Affordable Care Act

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

Section 2. Optional Benefit Plan (OBP)

The County shall provide each eligible full-time employee a contribution of six thousand, two hundred forty dollars (\$6,240) per fiscal year, prorated over twenty-four (24) benefit pay periods, toward the purchase of benefits included within the optional Benefit Plan (OBP). Each prorated contribution shall not be deemed earned until the pay period in which it is paid. Effective the first full pay period of the 2019 health plan year, the OBP will only be available as a cash payment, which is taxable income, that employees may use at their discretion to offset the cost of optional benefits. Optional benefits are specifically defined in the OBP. 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 OBP.
- B. Supplemental Life Insurance – Eligible employees may elect to purchase additional life insurance subject to the provision of the OBP and respective life insurance plans.
- C. Dependent Care – Eligible employees may elect to set up an account for reimbursing dependent care expenses subject to the provisions of the OBP.
- D. Un-reimbursed Health Care – Eligible employees may elect 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. Employees who have elected to receive all or a portion of their optional benefit in cash shall receive such cash in equal prorated amounts over twenty-four (24) benefit pay periods; provided, however, that the employee must have been in paid status during a pay period to receive that pay period's prorated optional benefit amount.
- F. Part-time Employee - A part-time employee, who on December 31, 1989, was

provided with the full OBP as a full-time employee, shall continue to be eligible for the full OBP.

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 entitled to the same OBP 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 entitled to receive seventy-five percent (75%) of the OBP 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 OBP 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 OBP.
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 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 (excluding extra help service and provisional service) with the County as specified below shall be entitled to the percentage monthly contribution of the "employee only" medical coverage rate, not including dental or vision coverage. The percentage contributed is 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 one and two-tenths percent (1.2%) of total County payroll costs during any given fiscal year pursuant to the provision of the Retiree Health Benefits Contribution Plan Document. Retiree health contribution rates will be recalculated annually on a calendar year basis effective January 1 of each calendar year.
- B. Pursuant to the Letter of Agreement dated September 1, 2015, County contribution toward retiree health was discontinued for Unit members hired on or after June 30, 2009; however, members hired into an allocated position (excluding extra help and provisional) on or after June 30, 2009, may continue to participate, at their own cost, in the County-sponsored retiree health plan options provided they meet the criteria specified in the plan.
- 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 Unit employees hired on or after June 30, 2009.

Section 5. Life Insurance

The County shall provide a group term life insurance plan in the amount of forty thousand dollars (\$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 (SDI)

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 SDI.

Section 7. Plan Documents or Contracts Controlling

While mention may be made in the MOU of various benefits and provisions of benefit programs, specific details of benefits provided under 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 13. HOURS AND 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. An alternate work schedule that differs from the standard work schedule of the department may, at the sole discretion of the appointing authority, 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 14. PROBATION

Section 1. Duration

Employees shall serve a one year probationary period from the date of appointment to a specific classification. An employee shall have his/her individual probationary period extended commensurately by each hour an employee is on authorized leave for more than ten (10) consecutive work days. Leaves include, but are not limited to, vacation, sick leave, compensatory time off, and leaves without pay, including leaves granted under the Family medical Leave Act, California Family Rights Act, Pregnancy Disability leave, Americans with Disabilities Act, and Workers' Compensation Law. Employees who request and receive a temporary modified duty assignment due to medical conditions such that they are not performing the essential job functions of their position shall have their probationary period extended for each hour of such modified duty assignment. Nothing herein is intended to prevent the County from extending a probationary period one (1) time for a period not to exceed six (6) months to ensure that an employee has demonstrated all of the necessary skills and traits to successfully pass probation for the job classification.

ARTICLE 15. 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.

Section 1. Policy

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

Section 2. Procedure for Permanent Layoffs

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

- A. The Department of Human Resources, with the assistance of the affected department, determines the 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 Appointing Authority's responsibility to ensure posting.
- B. Layoffs and displacements are made within the department involved and are not Countywide.
- C. Written notice of layoff shall be served on affected employees in person or by USPS Priority Mail sent 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 proof of service date.
- D. 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.

Section 3. 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.
- A. 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. 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, transfer to extra-help status, or disciplinary actions as defined in Section 3.B. It does include periods covered by authorized leaves of absences and such service accrued before a previous layoff.
- B. 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 (3) years from the effective date of the action, and the last retention points will be restored to the employee.
- C. Flexibly Staffed Classes – Classes which are budgeted as flexibly staffed classes (e.g. office Assistant I/II), as stated in the Personnel Allocation Resolution, shall be treated as one class for purposes of determining retention points.
- D. Out-of-Class Assignment – Out-of-class time will not be credited towards the out-of-class position in which the employee served. Out-of-class time will be considered as continuous service in the employee's regular classification.
- E. Ties – In cases where two (2) or more employees are tied with the same number of

retention points, the following factors shall be considered in order for the purpose of breaking the tie: total County service (including County of El Dorado service prior to the most current period of employment), disciplinary actions, and appointing authority determination. Letters of reprimand will be considered as tie breaking criteria for up to three (3) years from the date of issuance.

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

Section 4. Layoff Privileges

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

- A. Displacing in a Lower Class
An employee affected by layoff may, at his/her discretion, in lieu of layoff, displace an employee in a class previously held by the employee. Retention point computation for displacement purposes are made as determined for the original layoff. This is considered a voluntary demotion.
- B. Restoration
Restoration shall be in inverse order of layoff. Names of employees with regular civil service status who have been laid off will be placed on an 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 (3) 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 proof of service 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 ensure that a current address is provided to the Department of Human Resources.
- C. Transfer and Demotion
Employees to be laid off may be permitted to transfer or demote at the discretion of the appropriate appointing authority(s) prior to the layoff effective date.

Transfer or demotion may be made to any funded vacant position where the duties of which, in the judgment of the appointing authority and Director of Human Resources, the employee is capable of performing. However, transfer will not be permitted to a position in another County department if a departmental layoff list exists for that class. When an employee transfers or demotes in accord with provisions of this Article and is required by the appointing authority to complete a new probationary period, which results in his/her rejection during probation, he/she shall not be required to forfeit his/her status on any layoff list.

D. 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 one hundred twenty (120) 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.

E. Separation from County Service

Employees who are to be laid off have the option of leaving County service rather than displacing in a lower class, transferring or demoting. In the event an employee is laid off for an indefinite period, the employee may, upon request, receive payment for those benefits normally given to terminated employees.

F. Employment Interviews

Appointing authorities 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.

G. 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 the employee's layoff or voluntary reduction shall receive the following considerations and benefits:

1. All sick leave credited to the employee's account when laid off shall be restored, unless the employee received compensation for such sick leave at the time of the layoff.
2. All seniority points held upon layoff shall be restored.
3. All prior service shall be credited for the purpose of determining sick leave and vacation earning rates, longevity pay increases, and time in step.

4. The employee shall be placed on the step of the salary range that was held at the time of the layoff.

H. Meet and Confer

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

Section 5. Deviation from Retention Points

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

Section 6. Appeal of Layoff

A. Right of Appeal

1. Permanent employees receiving a notice of layoff shall have the right to appeal solely on the issue of whether or not there was compliance with the procedures prescribed in this Article.
2. The right of appeal is limited to the scope and process provided in this section, "Appeal of Layoff".
3. The scope of any appeal shall not include such issues as the need for layoff, the reasons for layoff, or the exercise of other County prerogatives involved in layoff.
4. Probationary, Provisional, Temporary and Extra Help employees have no right of appeal of a notice of layoff. Questions and disputes regarding regular civil service status shall be determined by the Civil Service Commission in accordance with their rules, regulations and procedures.

B. Notice and Timing of Appeal

1. Appeals shall be filed in writing with the Director of Human Resources or designee. An email shall be accepted as a written appeal.
2. Appeals shall be filed within five (5) working days after the date of service of the notice of layoff as provided in Article 15, Section 2.C.

3. The notice of appeal shall state the employee's reasons for the appeal consistent with Article 15, Section 6.A.

C. Responsibilities of the Director of Human Resources or Designee

1. The Director of Human Resources or designee shall within three (3) working days of receipt of an appeal forward a copy of the appeal to the Association.
2. The Director of Human Resources or designee shall within five (5) working days of receipt of an appeal, determine which employees, if any, will be adversely affected if the appeal is successful. Human Resources will notify all employees potentially adversely affected of the appeal within five (5) working days of receipt of the appeal.

D. Layoff Arbitration Panel

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

1. Appeals shall be heard by a tripartite panel consisting of:
 - a) A representative designated by the Director of Human Resources.
 - b) A representative designated by the Association.
 - c) A neutral member selected in accordance with Article 15, Section 6.D(2).
2. The neutral Layoff Arbitration Panel member shall be chosen by:
 - a) Mutual agreement between the County and Association or their designated representatives within five (5) working days of notification to the Association of an appeal.
 - b) If the County and the Association fail to name a neutral arbitration panel member within five (5) working days of notification to the Association of the appeal, a member of the Civil Service Commission (CSC) shall serve as the neutral third member of the arbitration panel.
 - i. Human Resources shall notify the Chair of the CSC of their inability to agree on a neutral;
 - ii. Human Resources shall 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.
 - iii. The Chair of the CSC shall name a member of the CSC to serve as the neutral member of the Layoff Arbitration Panel and an alternate.

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

E. Hearing Process

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

F. Decision

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

ARTICLE 16. DISCIPLINARY APPEALS

An employee represented by this unit, having obtained civil service 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 Personnel Rules.

ARTICLE 17. GRIEVANCE PROCEDURE

Section 1. Intent

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

Section 2. 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.

Section 3. Scope of Grievances

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

5. 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.

Section 4. Definitions

- A. 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 or designee, 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 the Association.
- B. Working Day - Shall mean day(s) in which the County's main administration office is open for business.

Section 5. 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.

A. Employee-Initiated Grievance

1. 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 appointing authority or designated manager. The grievance shall describe the issue, identify the Article of the MOU or section of written policy, rule, resolution or ordinance which the employee feels has been violated and the requested remedy.
2. The appointing authority or designated manager shall investigate the grievance. The appointing authority or designated manager's investigation should include a meeting with the grievant and their representative. The appointing authority or designated manager shall respond to the grievance in writing within ten (10) working days of receipt of the grievance. The appointing authority shall sign the response to the grievance.
3. If the appointing authority or designated manager's written response does not resolve the grievance, the grievant, within five (5) working days, shall submit the grievance to the Director of Human Resources or designee. The Director

of Human Resources designee shall not be from the same department(s) where the grievance arose.

4. The Director of Human Resources or designee shall investigate the grievance. The Director of Human Resources' or designees' investigation should include meeting with the grievant or representative. The Director of Human Resources or designee shall respond to the grievance in writing within fifteen (15) working days.

B. Association Initiated Grievance

1. The Association shall submit a written grievance to the Director of Human Resources or designee within twenty-five (25) working days of the incident giving rise to the grievance, with copies to affected appointing authorities.
2. The Director of Human Resources or designee shall investigate the grievance and, within twenty (20) working days, shall issue a written response to the grievance.

Section 6. Arbitration

- A. If the written response from the Director of Human Resources or designee to either an employee or Association initiated grievance fails to resolve the grievance, the Association may within ten (10) working days of the date of the written response request that the grievance advance to arbitration.
- B. The grievant's representative and the Director of Human Resources or designee shall attempt to mutually agree on an acceptable arbitrator for the dispute. If no agreement can be reached on an arbitrator within ten (10) 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 MOU.

- C. 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.
- D. The costs of the arbitrator's fees/mileage shall be borne equally by both parties.
- E. 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.

Section 7. Basic Rules

- A. 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 MOU, 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 MOU.
- B. Time Limits - If a grievant fails to carry the grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal the grievance to the next higher level. Time limits may be waived by mutual written consent of the parties.
- C. Representation - The grievant may be represented by a person of the grievant's 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 or designee.
- D. Shop Stewards - The grievant may be accompanied by a shop steward or one other County employee of his/her choice at the informal level of this procedure. At the formal and final stages of this grievance procedure, a grievant 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 or designee.
- E. Release Time - The grievant may take reasonable county time without loss of pay to prepare the grievance and meet with County representatives regarding the grievance.
- F. Association designated shop stewards may take a reasonable amount of time, as determined by the Director of Human Resources or designee, without loss of pay to assist a grievant in preparing and presenting a grievance. Only (1) one shop steward will be allowed release time to assist any one (1) grievant or on any one (1) grievance.

ARTICLE 18. RENEGOTIATIONS

Section 1. Successor Agreement

In the event that either party desires to negotiate a successor MOU, the party shall

serve upon the other its written request to commence negotiations, provided that negotiations shall begin no later than April, 2021.

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

Association 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 19. PEACEFUL PERFORMANCE

The parties to this MOU 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. The Association agrees that under no circumstances will the Association recommend, encourage, cause or permit its employees to initiate, participate in, nor will any employee 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 MOU, whether by the Association or by any employee of the Unit, the Association by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized, and further direct Unit employees in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the County. In the event of any work stoppage the Association promptly and in good faith performs the obligations of this paragraph, and providing that the Association had not otherwise authorized, permitted or encouraged such work stoppage, the Association shall not be liable for any damages caused by the violation of this provision. However, the County shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the County shall have the right to seek full legal redress, including damages, against any such employee.

Section 1. Job Action - Sick Outs

A. Variance from Personnel Rule 1404, Sick Leave

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.

1. The appointing authorities 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 appointing authority within three (3) working days of the employee's return to work.
2. The employee shall also provide a sworn affidavit justifying their claim of sick leave. Such affidavit shall be provided to the employee by the appointing authority upon their return to work. Each request for sick leave time will be evaluated individually at the time the required documentation is received.
3. An employee shall not be allowed sick leave credit and shall not be compensated for any period of absence unless the employee has complied with the requirements of this policy and unless the information provided therein and otherwise required of or provided by the employee is deemed to substantiate the claimed illness or injury. The employee may appeal a denial of sick leave through the County's Grievance Procedure.
4. It is recognized that the facts that 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 20. FULL UNDERSTANDING, MODIFICATION, WAIVER

This MOU 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 MOU.

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 21. SEVERABILITY

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

ARTICLE 22. ECONOMIC HARDSHIP

At any time after the effective date of this comprehensive MOU, upon thirty (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 County of El Dorado Charter. Any notice provided subject to this section must include evidence demonstrating the basis for the claim of hardship.


ARTICLE 23. DRUG FREE WORK PLACE

The County and the Association agree that they are committed to providing and maintaining a drug free work place in accord with the Drug Free Work Place Act of 1988. It is understood that the unlawful manufacture, distribution, dispensing, possession or use of drugs and/or alcohol is prohibited in the work place and that violation of this provision would subject the employee to disciplinary action. The County has a zero tolerance standard for employees being under the influence of alcohol and/or drugs while at work. Reasonable effort will be made to inform employees about the dangers of drug abuse in the work place, the availability of any counseling or rehabilitation, as well as the Employee Assistance Program, and that disciplinary action may be imposed upon employees for drug violations occurring in the work place or affecting work performance. The Parties shall discuss the adoption of a reasonable suspicion drug testing policy during the term of this MOU.

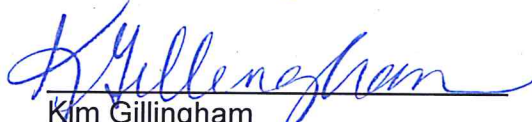
In witness whereof, the parties hereto have caused this Memorandum of Understanding to be executed by affixing their signatures below.

COUNTY OF EL DORADO

EL DORADO COUNTY CRIMINAL ATTORNEYS' ASSOCIATION




Jack Hughes
Liebert, Cassidy, Whitmore
Lead Negotiator for the County



Kim Gillingham
Labor Representative

Date 9-10-18

Date 9/5/18



Tameka Usher
Human Resources Director




Lisette Suder

Date 9/10/18



Trish Kelliher

Board of Supervisors



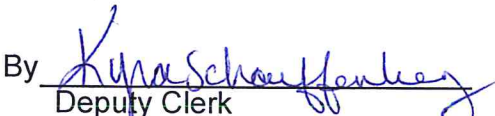
Jaime Pesce Jamie Pesce



Michael Rinalli, Chair

Date 9/11/18

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

By 

Deputy Clerk

Date 9/11/18



RESOLUTION NO. 190-2018
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 Attorneys' Association representing employees in the Criminal Attorney bargaining unit have met and negotiated in good faith since April 30, 2018; and

WHEREAS, said representatives have reached an agreement on a variety of terms and conditions of employment for employees in the Criminal Attorney bargaining unit to be incorporated as the successor Memorandum of Understanding for the period covering July 1, 2018, through June 30, 2021; and

WHEREAS, members of the El Dorado County Criminal Attorneys' Association representing the Criminal Attorney bargaining unit have held elections and voted to ratify the negotiated terms and conditions contained within the tentative agreement for the successor Memorandum of Understanding and,

WHEREAS, the previous Memorandum of Understanding between the County of El Dorado and the El Dorado County Criminal Attorneys' Association representing employees in the Criminal Attorney bargaining unit expired June 30, 2018, and the County of El Dorado and the El Dorado County Law Enforcement Management Association are now bringing the negotiated and fully executed successor Memorandum of Understanding that is attached and incorporated herein to the Board of Supervisors for final approval.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of El Dorado approves, adopts, and authorizes the Chair to sign this Resolution and the successor Memorandum of Understanding that is attached and incorporated herein between the County of El Dorado and the El Dorado County Criminal Attorneys' Association representing employees in the Criminal Attorney bargaining unit, for the period July 1, 2018 through June 30, 2021.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado directs the Human Resources Department and the Payroll Division of the Auditor/Controller's Office to implement a one-time cash-out of any vacation hours accrued in excess of three hundred (300) hours by employees in the Criminal Attorney bargaining unit pursuant to the provisions of the Memorandum of Understanding, effective the first full pay period following Board adoption.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 11th day of September, 2018, by the following vote of said Board:

Ayes: Novasel, Veerkamp, Ranalli, Frentzen, Hidahl

Noes: None
Absent : None

Attest:
James S. Mitrisin
Clerk of the Board of Supervisors

By: Kyza Schaeffgen
Deputy Clerk

Michael Ranalli
Michael Ranalli, Chair, Board of Supervisors



RESOLUTION NO. 196-2017

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 Employee's Association, Local No. 1 (Local 1) representing employees in the General (GE), Professional (PL), and Supervisory (SU) bargaining units have met and negotiated in good faith since November 28, 2016, and,

WHEREAS, said representatives have reached an agreement on a variety of terms and conditions of employment for employees in the GE, PL, and SU bargaining units to be incorporated as the successor Memorandum of Understanding for the period covering July 1, 2017, through June 30, 2020, and,

WHEREAS, members of Local 1 representing employees in the GE, PL, and SU bargaining units, have held elections and voted to ratify the negotiated terms and conditions contained within the tentative agreement for the successor Memorandum of Understanding and,

WHEREAS, the previous Memorandum of Understanding between the County of El Dorado and Local 1 representing employees in the GE, PL, and SU bargaining units expired June 30, 2017, and the County representatives are now bringing the negotiated and fully executed successor Memorandum of Understanding that is attached and incorporated herein to the Board of Supervisors for final approval,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the County of El Dorado approves, adopts and authorizes the Chair to sign this Resolution and the successor Memorandum of Understanding that is attached and incorporated herein between the County of El Dorado and El Dorado County Employee's Association, Local No. 1, representing employees in the General, Professional, and Supervisory bargaining units, for the period July 1, 2017, through June 30, 2020.

THEREFORE BE IT FURTHER RESOLVED, that the Board of Supervisors for the County of El Dorado directs the Human Resources Department and the Payroll Division of the Auditor/Controller's Office to implement a \$2,400 lump sum payment no later than the third full pay period following final approval of this Memorandum of Understanding by this Board of Supervisors for each regular employee who is a member of the Local No. 1 bargaining unit who is employed in such position on the date the Board of Supervisors signs this Memorandum of Understanding.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 19th day of December, 2017, by the following vote of said Board:

Ayes: Veerkamp, Novasel, Frentzen, Ranalli, Hidahl

Noes: None

Absent: None

Attest:

James S. Mitrising

Clerk of the Board of Supervisors

By: Kyra Schaufberger
Deputy Clerk

Shiva Frentzen
Shiva Frentzen, Chair, Board of Supervisors

MEMORANDUM OF UNDERSTANDING

Between

The County of El Dorado

And

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

General, Professional, and
Supervisory Bargaining Units

July 1, 2017 – June 30, 2020



**MEMORANDUM OF UNDERSTANDING
GENERAL, PROFESSIONAL & SUPERVISORY BARGAINING UNITS**

July 1, 2017 – June 30, 2020

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MEMORANDUM OF UNDERSTANDING
Between the County of El Dorado
And the
El Dorado County Employees' Association, Local 1
Representing the
General, Professional & Supervisory Bargaining Units

ARTICLE 1 TERMS AND CONDITIONS

Section 1 Negotiation and Ratification

El Dorado County Employees' Association, Public Employees Union, Local 1 (herein referenced to as "Local 1") and representatives of the County of El Dorado (herein referenced to as "County") have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the General (GE), Professional (PL) and Supervisory (SU) Bargaining Units, have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

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

This successor Memorandum of Understanding (MOU) is for the period commencing on July 1, 2017 through and including June 30, 2020, and it shall become of full force and effect upon adoption of the Board of Supervisors. Nothing herein shall be applied on a retroactive basis unless specifically indicated in writing within the agreement.

This Memorandum of Understanding shall be presented to the Board of Supervisors, as the joint recommendations of the undersigned. Unless otherwise indicated herein, all provisions shall become effective on the date approved by the Board of Supervisors.

Section 2 Cancellation of Other Agreements

This MOU cancels all previous MOUs and side letters. The El Dorado County Personnel Rules shall remain in force and effect other than where superseded by specific provisions of the existing MOU.

Section 3 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 to those employees, and Local Agency Personnel Standards shall supersede and prevail.

ARTICLE 2 AUTHORIZED AGENTS AND RECOGNITION

Section 1 Authorized Agents

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

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

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

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

Section 2 Recognition

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

ARTICLE 3 COUNTY RIGHTS

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

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 or extending a contract for services which will directly result in the layoff of current employees, the County will notify Local 1 and meet and confer prior to the implementation of the action to the extent required by law. The parties agree that if the County intends to contract out work subject to this section the County will notify Local 1 and provide an opportunity for discussion prior to transmitting the item to the Board of Supervisors.

ARTICLE 4 LOCAL 1 RIGHTS

Section 1 Maintenance of Membership - GE, PL and SU Bargaining Units

Except as specified in this Article 4, Section 2.G., an employee in the GE and PL and SU Bargaining Units who has a dues deduction on file with the Auditor-Controller may not discontinue the employee's dues deduction during the term of this Memorandum of Understanding.

Section 2 Fair Share Fees

A. Scope of Coverage

The County of El Dorado and the El Dorado County Employees' Association, Public Employees Union, Local 1, have entered into a Fair Share Fee Agreement (hereinafter known as "the Agreement") for employees in the General (GE), Professional (PL), and Supervisory (SU) Bargaining Units as authorized by Government Code 3502.5.

The parties affirm their commitment to an interest-based problem solving approach to issues and disputes which arise during the term of this Memorandum of Understanding.

The Fair Share Fee provision shall extend through the term of this Agreement as permitted by law. Absent agreement on a successor Memorandum of Understanding, and upon conclusion of the designated term of this Agreement, the parties may, in writing, extend the Fair Share Fee provision. Absent written agreement, this Article 4, Section 3, shall expire on the designated term of this Agreement.

B. Local 1 Responsibilities

Local 1 agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in the General and Professional bargaining units, regardless of whether or not they are members of Local 1. All employees in, and all employees subsequently

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

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

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

C. Separation From Unit

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

D. Compliance

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

salary shall be reduced by an amount equal to the fair share and initiation fees, and the County shall pay an equal amount to Local 1.

E. Forfeiture of Deductions

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

F. Withdrawal From Local 1

Members shall be able to withdraw their membership by notifying the Local 1 in writing of their desire to withdraw their membership and to become fee payers during the period of May 15-31 of any year. Members may not withdraw from membership at any other time.

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

No fair share service fee shall be collected from any employee who is not paying dues or a fair share fee until the employee has received written notice from Local 1, which includes legally adequate information concerning the breakdown of "chargeable" and "non-chargeable" expenses. A prompt opportunity shall be established by Local 1 for challenge of the amount of the fee before an impartial arbitrator as provided below. An escrow account shall be set up by P.E.U., Local 1 for the amounts in dispute while such challenges are pending. Such notice shall, at a minimum, include a Fair Share Fee Explanation and Notice of Right to Challenge as follows:

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

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

Should Local 1 fail to post the required annual Fair Share Fee Explanation and Notice

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

I. Hold Harmless

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

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

J. Financial Report

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

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

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

K. Rescind Fair Share Fee

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

Section 3 Communications with Employees

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

business. All material posted shall 1) not be obscene, 2) shall not malign the County or its representatives and 3) shall not constitute harassment, discrimination or retaliation based on a legally protected status. Such use shall not interfere with the legitimate needs of the department. The Human Resources Director or designee reserves the right to remove any material posted in violation of this section if the Union refuses to remove the material on its own.

The designated representative of Local 1 shall give notice to the Human Resources Director or 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 4 Use of County Buildings

County buildings and other facilities shall be made available for use of Local 1 or its representatives during non-duty hours in accordance with such administrative procedures as may be established by the Chief Administrative Officer or Human Resources Director.

Section 5 Duplicating Equipment

The County agrees to allow Local 1 to use County duplicating equipment and facilities in South Lake Tahoe subject only to the following conditions:

- A. Local 1 will inform the County Human Resources Department via email when it uses a County photocopier so that the County can bill Local 1 for the cost of copies. The notice shall include the number of copies made, and the location and/or identifying number of the copier.
- B. Local 1 reimburses the County promptly upon demand for the actual costs of the use of the equipment and material.
- C. Local 1's use of such equipment and facilities does not interfere with the use by County employees for County business.

Section 6 Attendance at Meet and Confer Sessions

County employees who are official representatives of Local 1 shall be given reasonable time off with pay to attend formal meet and confer sessions with management representatives. If selected to participate in negotiations, employees who are assigned to work a night shift, as defined in Article 7, Section 8, shall be provided commensurate release time to be split between two shifts if necessary. Local 1 shall notify the Director of Human Resources of the names and departments of employees who are official representatives of Local 1. Such representatives shall notify their supervisors in writing on the first business day after a meeting has been scheduled of the dates of excused absences. This advance notice may be waived by the Director of Human Resources in unusual circumstances. Except by agreement with the Director of Human Resources, the number of employees released for such purposes shall be two (2) per unit plus the President of Local 1. Local 1 may elect to have one (1) representative from the Supervisory Unit and three (3) representatives from the General Unit.

Section 7 Local 1 Presidential Release Time

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

Section 8 Orientation

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

ARTICLE 5 NON-DISCRIMINATION

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

ARTICLE 6 WAGES & OTHER RELATED ISSUES

Section 1 Wages

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

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

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

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

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

right to increase compensation for any classification covered by this Agreement. Prior to implementing any wage increase, the County shall notify, and provide the opportunity to discuss, its intention with Local 1.

Section 2 Compensation Administration

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

A. Entrance Salary

1. New Hires: Except as provided by the Personnel Rules, the entrance salary for a new employee will be the first step of the range for the class to which he/she is appointed.
2. Promotions: Employees who are promoted are eligible for advance step placement under Personnel Rule 1308.

B. Salary Step Increases

1. After completion of thirteen (13) biweekly pay periods of service which meets standards at step 1 of the salary range, and upon recommendation of the appointing authority, the employee shall be advanced to the next higher step. If an employee is appointed at a step higher than the first step of the salary range for that classification, the first increase shall be after completion of twenty six (26) full pay periods of service which meets standards.
2. After completion of twenty six (26) biweekly pay periods of service in each of the salary steps 2 and above, if the employee has completed probation, the employee shall be automatically advanced to the next higher step in the salary range. However, the employee will not automatically advance to the next step of the applicable salary range if the employee's Appointing Authority or designee submits the required paperwork denying the step increase at least one full pay period prior to the employee's salary review date.
3. All increases shall be effective on the first day of the biweekly pay period following completion of the required period of service.
4. A change in an employee's salary because of promotion or upward reclassification will set a new anniversary date for that employee. The salary anniversary date for an employee shall not be affected by a transfer, downward reclassification or a demotion. Salary range adjustments for a classification will not set a new salary anniversary date for employees.
5. Unless otherwise provided for herein or in Article 7, Section 10, the Personnel Rules and as subsequently amended shall apply and determine anniversary dates, pay change dates, etc.

C. Leave Without Pay

Authorized leave without pay shall not extend an employee's date of eligibility for longevity pay increases and vacation accrual rates. Notwithstanding Article 6, Section

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

D. Salary Status Upon Reemployment

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

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

ARTICLE 7 DAYS AND HOURS OF WORK, PREMIUMS & BONUSES

Section 1 Work Schedule

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

employee.

- E. Employees shall work eight (8) hours per day, five days per week unless employees are assigned to an alternative work schedule in accordance with the procedures set forth herein.
- F. The Chief Administrative Officer at his/her discretion and upon recommendation of a Department Head may approve alternative work schedules. Alternative work schedules proposed by Local 1 shall be submitted to the Department Head and the Chief Administrative Officer. Department initiated alternative work schedules shall be submitted to Local 1. Upon request by the Union Local 1, management shall discuss any proposed alternative work schedules before reaching a decision on implementation. Decisions on implementation and the reasons therefore shall be communicated to Local 1.
- G. Employees shall be allowed rest periods of fifteen (15) minutes during each four (4) consecutive hours of work. Such rest periods shall be scheduled in accordance with the requirements of the individual department but shall generally occur near the middle of each four (4) hour shift. Rest periods are not accumulative and if not taken during the four (4) hour shift, are lost. Rest periods if not taken are lost and may not be accumulated to extend lunch hours or to shorten the work day. Neither shall any additional pay accrue to an employee who misses or loses a rest period.

Section 2 Overtime

- A. Definition: Except as provided in Section 4 below, Article 10, Section 1 below, or as otherwise specific in this MOU, overtime shall be defined in accordance with FLSA. Holidays will be included in calculating time worked.
- B. Authorization: The Department Head or his/her designee may require and shall authorize the performance of any overtime work in advance of the overtime being worked. If prior authorization is not feasible because of emergency conditions, a confirming authorization must be made on the next regular working day.
- C. Compensation: Overtime shall be compensated at one and one half (1-1/2) times the employee's basic hourly rate of pay, or at the employee's request and with the department's approval, compensating time off (CTO) may be taken at the rate of one and one half (1-1/2) times off for each hour worked in lieu of overtime pay.
- D. Accumulation and Use of Compensatory Time Off: The maximum accumulation of Compensating Time off (CTO) is 200 hours per employee.
 - 1. Use of accumulated CTO shall be a time mutually agreeable to the Department Head and the employee.
 - 2. Upon termination, any employee with accumulated CTO shall have it paid off.
 - 3. Employees may cash out CTO at any time subject to the approval of the Department Head.

E. Other Provisions

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

Section 3 On-Call Duty Compensation

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

Section 4 Call-Back Compensation

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

called back.

- B. An employee who is called back shall be entitled to the aforementioned two-hour minimum only once during a single on-call period or twice during a weekend on-call period.
- C. There shall be no duplication or pyramiding of rates paid under this section. No employee shall be compensated for on-call duty and call-back duty simultaneously. Hours worked on call-back duty shall be deducted from the prescribed on-call duty to determine the appropriate on-call pay.
- D. "Call-back" time is overtime and shall be paid in accordance with overtime pay provisions.
- E. The two-hour minimum shall apply only when an employee is required to physically return to work (e.g. leave home or another off duty location) in order to perform required duties. An employee who performs work after regular work hours, but who is not required to leave home, shall be compensated with a (1) hour minimum or actual time spent at time and one half pay or compensatory time as per the overtime provisions. The parties agree the one (1) hour minimum is not meant to be provided on a per phone call basis and the duplication and/or pyramiding of pay will be prohibited in this instance.
- F. Call-back provisions, including the two-hour minimum, shall not apply if an employee is called to work within one hour of their normal starting time. If an employee is called to work within the one hour prior to their normal starting time, they shall be compensated under normal overtime provisions.

Section 5 Tahoe Employment Differential

In recognition of limited choices of health care plans and providers and associated costs, employees whose primary work location is in the Tahoe Basin, or whose primary work location was in the Tahoe basin and they were involuntarily transferred to the West Slope as the primary work location, in addition to their regular biweekly salary, shall receive a total of ninety-two dollars and thirty cents (\$92.30) biweekly. Employees working 20 hours or less in a week shall receive half of this amount.

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 6 Longevity Pay

Longevity pay for regular employees who were hired into an allocated position prior to the date the Board of Supervisors adopts the 2017 through 2020 MOU shall be granted for continuous service served in an allocated position with the County except as otherwise provided under the terms of this MOU, as follows:

After 10 years	5% of base pay*
After 15 years	7.5% of base pay*

After 20 years

10% of base pay*

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

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

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

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

Section 7 Acting Pay Assignments

When an employee is assigned to work in a higher classification for which the compensation is greater than the classification to which the employee is regularly assigned, and the employee works in such assignment for more than 15 work days, the employee shall receive compensation for such work retroactive to the first day of the assignment at the rate of pay established for the higher classification pursuant to the County's Personnel Rules, under the following conditions:

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

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

- B. Notwithstanding Section 7.A. above, in an exceptional circumstance when a vacancy does not exist but an employee has been assigned to perform duties which exceed the scope of that employee's classification, and when determined and justified at the discretion of the Chief Administrative Officer, the employee will be entitled to pay for a higher classification in accordance with the other provisions of this Section.
- C. Employees selected for the assignment will meet the minimum qualifications for the higher classification. If the employee does not, the Department Head, prior to assigning the employee to the acting position, must provide justification for such selection to

Human Resources for approval.

- 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 overtime pay will be paid based upon the rate of pay for the higher class.
- H. Employees who are members of Local 1 and are given an acting pay assignment in a classification in another bargaining unit will continue to have all pay and benefits determined by this Agreement.

Section 8 Shift Differential

- A. Any regular employee who is assigned to work and actually works a regular shift that is designated as a Swing Shift, shall receive an additional fifty cents (\$.50) per hour over their regular rate of pay for all hours actually worked and overtime hours actually worked during the shift.
- B. Any regular employee who is assigned to work and actually works a regular shift that is designated as a Night Shift, shall receive an additional seventy-five cents (\$.75) per hour over their regular rate of pay for all hours actually worked and overtime hours actually worked during the shift.
- C. Notwithstanding A. or B. above, an employee in a 24 hour facility who is required to work a minimum of four hours of an additional assigned swing or night shift, shall receive shift differential for the hours actually worked by the employee during the shift.
- D. Department Heads shall, with the advance written approval of the Human Resources Director, determine which work hours will be designated as either a Swing or a Night Shift within their respective departments.
- E. Employees may select to work Swing Shift and Night Shift opportunities on the basis of their seniority within their job classification in their particular work unit unless the County determines that certain employees should be assigned to the Swing Shift and/or Night Shift for job related reasons. The County will determine the term of any Swing Shift and/or Night Shift assignments and may periodically call for a new round of shift selection by employees.

Section 9 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, an 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. The County shall adopt a language proficiency testing process to determine employees' qualification to serve as bilingual skill providers. The Human Resources Department shall use a verbal and/or written testing process, depending upon the level of bilingual skill required of the employee, to validate the employee's skills. The County shall utilize existing bilingual skills employees to assess employees' bilingual capabilities when possible. Written authorization for an employee to continue to receive a bilingual differential shall be reviewed and renewed annually by the Department Head.

Section 10 Part-Time Social Workers

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

Section 11 Protective Services Premium

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

Section 12 Certification Program

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

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

(Dollar amounts represent monthly amounts for certification listed.)

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

IFCI	Uniform Fire Code Inspector Certificate (\$25.00)
CEC	Energy Plans Examiner Certificate (\$25.00)
ICBO	Electrical Inspector Certificate (\$25.00)
ICBO	Plans Examiner Certificate (\$50.00)
CABO	Building Official Certificate (\$75.00)
ICBO	Reinforced Concrete Special Inspector Certificate (\$25.00)
ICBO	Pre-stressed Concrete Special Inspector Certificate (\$10.00)
ICBO	Structural Masonry Special Inspector Certificate (\$25.00)
ICBO	Structural Steel/Welding Special Inspector Certificate (\$25.00)
ICBO or IAPMO	Plumbing Inspector Certificate (\$25.00)
ICBO or IAPMO	Mechanical Inspector Certificate (\$25.00)
CCEC or SCACEO or AACE	Code Enforcement Officer (\$25.00)

ICBO	= International Conference of Building Officials
IAPMO	= International Association of Plumbing and Mechanical Officials
IFCI	= International Fire Code Institute
CEC	= California Energy Commission
CABO	= Council of American Building Officials
CCEC	= California Code Enforcement Corporation
SCACEO	= So. California Code Enforcement Official
AACE	= American Association of Code Enforcement

- B. Proof of a valid certificate shall be accomplished by providing the actual certificate or an official notification letter from the certifying agency stating that the employee has successfully passed the examination for that certificate. Current employees shall not be eligible for retroactive payment of certification pay but only shall become eligible for the additional compensation effective the first of the month in which acceptable proof is submitted to the County.

- C. Eligibility for compensation under this program will cease on the date specified on the certificate or upon such date the issuing agency withdraws, decertifies or terminates such certificate, unless proof of successful passage of the certification renewal examination is provided to the County. If compensation is terminated for any of the foregoing reasons, eligibility will be reinstated only upon proof of renewal of certification, and then only on the first of the month following the month in which the renewal certification is provided.

Section 13 Hazardous Material Assignment Differential

Effective the beginning of the first full pay period following adoption by the Board of Supervisors, employees in the Senior Environmental Health Specialist classification in the Environmental Management Department who are assigned by the Department Head the responsibility to perform the full scope of hazardous materials duties under the Certified Unified Program Agency (CUPA) shall receive a 9.5% pay differential over the employee's base hourly rate (for all pay status hours during the term of such assignment). When such an assignment is terminated at the discretion of the Department Head and the employee in the classification of Senior Environmental Health Specialist is no longer performing hazardous

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

Section 14 POST Certificate Pay

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

Section 15 CPA and CPA-G Certification

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

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

ARTICLE 8 ALLOWANCES FOR WORK-RELATED EXPENDITURES

Section 1 Tuition Reimbursement for Accredited Academic Courses

A. Employee-Requested Courses

1. Applicability:

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

2. Requirements for Partial Reimbursement of Tuition:

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

- d. The employee agrees in writing to repay the County, upon termination, any tuition reimbursement received from the County within a twelve (12) month period prior to his/her termination.
- e. Requests for reimbursement shall be submitted to the County and approved prior to the commencement of the course in question.

3. Limitations

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

B. County-Required Training

Education or training required by the County as a condition of continued employment in the employee's present position shall be reimbursable at 100% or paid directly by the County and shall take place on County time if possible. Reimbursement shall be in accordance with the Board Travel Policy, D-1.

Section 2 Mileage Reimbursement

The rate of reimbursement for employees' use of private vehicles on County business shall be the rate determined by the Internal Revenue Service.

Section 3 Sheriff's Department Employees - Uniforms and Meals

- A. Employees in the classification of Sheriff's Security Officer who are required to wear a uniform shall receive a uniform allowance of twenty-six dollars and ninety-two cents (\$26.92) in each pay period for 26 pay periods. Employees in the Property – Evidence Technician classification series who are required to wear a uniform shall receive a uniform allowance nineteen dollars (\$19.00) in each pay period for 26 pay periods. All other full-time employees assigned to any classification in the bargaining unit within the Sheriff's Department who are required to wear a uniform shall receive a uniform

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

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

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

Section 4 Uniforms and Uniform Allowances

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

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

Section 5 Boot Allowance

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

ARTICLE 9 EMPLOYEE BENEFITS AND RETIREMENT

Section 1 Medical/Dental

- A. A mutual goal of the County and the Local 1 is to limit and manage the impacts of health plan costs on both County employees and the County's budget.
1. The County and Local 1 agree to continue, during the terms of the MOU, to meet and work on long term options for payment of health care costs. For the term of this MOU, the parties agree to implement a standardized cost sharing for the health insurance premium contribution rates, with the County paying 80% of the consolidated employee benefit rate for full-time employees and the employee paying 20% of the consolidated employee benefit rate.

The consolidated employee benefit rate shall include:

- a. Health rates
 - b. Vision rates
 - c. Dental rates
 - d. EDC Administration Fee, which shall consist of the following:
 1. One full-time equivalent (FTE) Human Resources Risk Management Analyst, a budgeted expense
 2. One full-time equivalent (FTE) Principal Human Resources Analyst, a budgeted expense
 3. One .50 FTE Human Resources Risk Management Technician, a budgeted expense
 4. Direct billing from Chief Administrative Office - Fiscal Office for Risk fiscal support
 5. Risk and Countywide Overhead Allocation as approved by the Cost Allocation Methodology, a budgeted expense
 6. Third Party Administration Fees
 7. Broker Fees for the current year
 8. Collection Fees incurred by Revenue Recovery in the collection of outstanding employee benefit deductions
 9. Direct billing from Information Technology for programming and web development fees for the benefit program
2. Health care coverage is on a calendar year (January 1 – December 31). Rates for the ensuing calendar year for these bargaining units shall be effective upon approval of the Board of Supervisors, but no earlier than the pay period containing December 1. Beginning with the 2014 plan year, premiums for the United Health, Kaiser and Blue Shield health insurance plans will be unblended. The County will also install a Blue Shield ABHP PPO option with a deductible of \$1,250.00 per year.
 3. Effective the pay period containing December 1, the contributions shall be as per the health plan published rates.
 4. For part-time employees, hired on or after September 7, 1991 the County will

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

5. For purposes of the Article, a full-time employee is defined as an employee in an allocated position whose regular work schedule on an ongoing basis is 80 hours of work in each pay period; a part-time employee is defined as an employee who is in an allocated position and whose regular work schedule on an ongoing basis is less than 80 hours of work in a pay period.
6. In order to be eligible for County Contribution, other than required by law, a full-time employee must be in pay status, i.e., where the employee is receiving pay from work hours, compensatory time off, vacation or sick leave in accordance with Paragraph 5, above. An employee who is receiving Worker's Compensation, temporary disability shall be eligible for continuation of the County's Contribution until such time as eligibility for Worker's Compensation, temporary disability ceases.
7. An employee who ceases to be eligible for County Contribution must pay directly to Risk Management the full amount of employee and County Contribution in order to retain benefit coverage under the County-sponsored Health/Dental benefit plan.
8. The County will not contribute toward the cost of any plan other than those specifically sponsored by the County.

B. Health Plan Benefits are described in the Specific Health Plan Document.

C. Part-time Employees: Any part-time employee and dependents, who, on September 6, 1991, are being provided with the same benefit contribution as full-time employees, will continue to receive full-time benefit contribution throughout the term of this Memorandum. A part-time employee, hired on or after September 7, 1991, whose regular work schedule is more than 32 hours per pay period shall be eligible to participate in the health/dental insurance programs on a pro rata basis according to the following schedule.

1. The County shall pay the full County Contribution to the health/dental costs as specified in Article 9. Section 1.A.2 above for a part-time employee whose regular work schedule as documented on the payroll personnel form is between 64 to 79 hours per pay period on an ongoing basis; the Employee Contribution will be automatically deducted from the biweekly pay check.
2. The County shall pay 75% of the County Contribution to the health/dental costs as specified in Article 9. Section 1.A.2 above for a part-time employee whose regular work schedule as documented on the payroll personnel form is 40 to 63 hours per pay period on an ongoing basis; the remaining 25% of the County Contribution plus the Employee Contribution will be automatically deducted from the biweekly pay check.
3. The County shall pay 50% of the County Contribution to the health/dental costs as

specified in Article 9. Section 1.A.2 above for a part-time employee whose regular work schedule as documented on the payroll personnel form is 32 to 39 hours per pay period on an ongoing basis; the remaining 50% of the County Contribution plus the Employee Contribution will be automatically deducted from the biweekly pay check.

4. Part-time employees whose regular work schedule is less than 32 hours per pay period shall not be eligible for participation in the County health/dental insurance program.

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

5. Full-time employees, who are required to reduce their work schedule (to part time) as a result of a compensable injury under the Workers Compensation law that occurred during their employment with the County, shall maintain the same health insurance contributions as full-time employees.

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 9. Section 1.A or C above, as allowed by law.

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

E. Terms & Conditions

1. County sponsored medical/dental plan coverage starts the first day of the month following date of hire and ends the last day of the month of termination of employment. Retirees, at their own expense, may continue to be enrolled in the County-sponsored plan, or may be eligible for contributions pursuant to Article 9, Section 9.D. Health Plan coverage shall be in accordance with the provisions of the Plan. Employees who retire or who separate from County service may, at their own expense, continue to be enrolled in the County sponsored plan in accordance with provisions of the plan or as provided by law.
2. The parties agree that the County Medical/Dental/Vision Plan is a Defined Benefit Plan, and that the County is required to provide the specified benefits during the

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

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

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

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

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

G. Patient Protection and Affordable Care Act

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

H. South Lake Tahoe

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

Section 2 Life Insurance

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

Section 3 Long Term Disability

The County shall provide a Long Term Disability (LTD) Insurance Plan with a maximum LTD benefit of \$3,000/month for eligible employees.

Section 4 State Disability Insurance (SDI)

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

Section 5 Plan Documents or Contracts Controlling

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

Section 6 Injury or Illness Leave Time

The County and Local 1 agree to the following in regard to "leave time" associated with employee injury and illness:

- A. When an employee is off work due to an illness or injury, the County will work with Local 1 to offer a plan that allows for crediting of service time to the extent possible under the law and CalPERS rules. The parties understand that employees' use of their accrued time, e.g., sick leave, vacation, etc., counts as service credits for CalPERS purposes.
- B. Family Medical Leave Act (FMLA) and California Family Medical Rights Act (CFRA) leave shall begin to count towards an employee's twelve (12) week entitlement from the first day of the FMLA/CFRA qualifying event, with notice to the employee. All terms and conditions of the FMLA/CFRA shall apply.
- C. Employees off work due to a medical leave of absence shall be required to use accumulated sick leave, which may be integrated with SDI, LTD, Worker's Compensation, etc., if necessary, before using any other County paid or unpaid leaves. Employees may elect to "bank" up to eighty (80) hours of their sick leave for use upon their return to work. Employees will be allowed to use accumulated vacation, compensatory time off, etc., during a medical leave.
- D. For employees who are off work and eligible for FMLA, the County will continue its health insurance contribution, as defined in Article 9, Section 1, on the employee's behalf (employees will be responsible for their portion), up to the time of the employee's separation from County service,. An employee who is receiving less than their scheduled hours as stated above and who ceases to be eligible for County contribution, must pay directly to Risk Management the full amount of the employee and County contributions, as prorated below, in order to retain benefit coverage under the County sponsored Health/Dental/Vision Benefit Plan.

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

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

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

Section 7 Employee Assistance Program

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

Section 8 IRC 125 Plan

The County agrees to provide an IRC 125 Plan for employees covered by this Memorandum of Understanding who are in a County Health Plan for the sole purpose of providing for employee paid Health Plan contributions to be paid through the IRC 125 account.

Section 9 Retirement Benefits

Calculation of each employee's contribution toward normal cost will be administered as required by CalPERS.

A. Employees' CalPERS Contributions. Each employee subject to the 2% at age 55 and 2% at age 60 pension Tiers 1 and 2 described in Section 9(B) below will pay 3% of reportable compensation to help fund their pension. Each employee subject to the 2% at age 62 pension Tier 3 will pay 50% of the normal cost of their pension.

B. CalPERS Retirement Formula.

Determination of each employee's pension formula will be administered as required by CalPERS.

1. Retirement benefits for Classic members entering membership for the first time in the miscellaneous classification, prior to October 5, 2012, shall be calculated using the retirement formula of 2% @ 55 with Single-Highest Year Final Compensation. (Tier 1)
2. Retirement benefits for Classic members entering membership for the first time in the miscellaneous classification, on or after October 5, 2012, shall be calculated using the retirement formula of 2% @ 60, with Average of Three-Year Final Compensation. (Tier 2)
3. Effective January 1, 2013, New members to the CalPERS system shall have retirement benefits calculated using the retirement formula of 2% at age 62, with Average of Three-Year Final Compensation. (Tier 3).

C. Taxes on CalPERS Contributions

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

D. Retiree Health Coverage For all employees hired before January 1, 2009 who attain a cumulative total completed years of service (excluding extra help service and provisional) with the County of El Dorado as specified below, shall be entitled to the percentage monthly contribution of the "employee only" low-deductible PPO medical coverage rate (strictly health and not to include dental or vision) at retirement 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%

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

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

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

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

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

ARTICLE 10 PAID LEAVES

Section 1 Holidays

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

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

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

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.

Newly hired regular employees (hired after pay period 01 but before pay period 13) shall be entitled to eight (8) hours of floating holiday time in their first year of employment. This time will be credited in pay period 13 of the new employee's first 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 in pay period 26 and is not subject to the payoff provisions. Any unused floating holiday time will be lost.

- C. If a holiday falls on a Sunday, the following Monday shall be observed as the holiday in lieu thereof. If a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday in lieu thereof. In years in which December 24th falls on a Sunday, the County shall also observe December 26th as a holiday (Tuesday). In years in which December 25th falls on a Saturday, the County shall also observe December 23 as a holiday (Thursday).
1. If an employee works a nonstandard (rather than Monday through Friday) work schedule, their first day off shall be treated as if it was a Saturday and their second day off as if it was a Sunday.
 2. It is the intent of this section to give all full time unit employees the same number of days off [thirteen (13) eight (8) hour days] with pay for holidays.
 3. Employees occupying positions which must be staffed seven (7) days per week regardless of holidays shall observe holidays on the actual day.
- D. If a full-time or part-time employee is required to work on an official County holiday or observed holiday in lieu, the employee shall be paid premium compensation at double time and one-half of their base hourly rate of pay for the first eight hours worked (for part-time employees the number of hours will be based on the percentage of full time hours worked during the biweekly pay period as stated in Section 1, F. below) on the holiday and time and one-half of their base hourly rate of pay for all additional hours worked on the holiday. Hours worked on a holiday shall be compensated in cash or in compensatory time off (CTO).
- E. Regular full-time employees shall be entitled to take all authorized holidays at their base pay, including longevity, not to exceed eight (8) hours for any one (1) day, provided they are in a paid status for the full day on both their regularly scheduled work days immediately preceding and following the holiday.
- F. Regular part time employees shall be entitled to holiday pay as described above in

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

Section 2 Vacations

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

A. Accumulation Earned

1. First through forty-eight months of employment: .03875 per hour on pay status (3.1 hours earned per full pay period paid.)
Maximum accumulation of 240 hours.
2. Forty-ninth through one hundred and thirty-second months of employment: .05875 per hour on pay status (4.7 hours earned per full pay period paid).
Maximum accumulation of 320 hours.
3. One hundred and thirty-third and higher months of employment: .0775 per hour on pay status (6.2 hours earned per full pay period paid).
Maximum accumulation of 320 hours.

B. Limitations

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

C. Donation of Vacation Time

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

Section 3 Sick Leave

A. Accrual

Every regular employee shall accumulate sick leave at the rate of .04625 per hour on a pay status, calculated on the basis of actual service (3.7 hours earned per full pay period paid). There is no maximum accumulation. The accumulation rate for sick leave is based upon regular hours worked, not overtime hours.

B. Eligibility

1. New employees are eligible to use sick leave with pay after completion of two (2) full biweekly periods of continuous service with the County of El Dorado.
2. Use of sick leave shall be limited to those hours which were accrued as of the prior pay period, and sick leave cannot be used in the pay period in which it is earned.

C. Verification

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

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

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

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

D. Usage

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

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

E. Incapacity to Perform Duties

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

F. Payment for Unused Sick Leave

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

Shall receive 40% of their unused sick leave paid.

- c. Employees with Over 15 years of service:
Shall receive 70% of their unused sick leave paid.
- d. Employees with Over 20 years of service:
Shall receive 100% of their unused sick leave paid.
- e. In the event an employee dies while in active service with the County their sick leave payoff will be made in accord with the above schedule and the limitation of this Section and will paid in the same manner as the final check.

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

G. Retirees' Conversion of Sick Leave to Health Insurance Premium

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

This Section G titled Retirees' Conversion of Sick Leave to Health Insurance Premium as stated above was discontinued for all newly hired employees effective the first full pay period following approval by the Board of Supervisors of the effective date of the Parties' 2010 through 2013 MOU.

Section 4 Supervisory Leave

Employees in the Supervisory (SU) Unit will receive up to sixteen (16) hours of Supervisory Leave in pay period 01 of each year. Part time supervisory employees shall receive this leave time on a pro-rated basis. Such leave does not accrue from year to year and must be used by the last day of pay period 26 of each year. This benefit is forfeited immediately upon leaving the Supervisory (SU) Unit.

Section 5 Court Appearances

The provisions of the Personnel Rules will apply to any employee who shall be called as a witness arising out of and in the course of his/her employment with another governmental agency. An employee called back to work to testify pursuant to a subpoena shall receive at least three (3) hours of paid time.

Section 6 Contracts with State for Employee Services

A department may, when it determines it is in the best interests of the County, enter into a contract with the State to outstation a department employee for a temporary period to perform services and tasks for the State pursuant to contract. Such temporary reassignment shall be with the concurrence of the employee and in no case exceed one year, except by mutual agreement between the County and Local 1.

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

ARTICLE 11 PERSONNEL PRACTICES

Section 1 Probationary Periods

A. Duration

Probationary periods are considered as a continuation of the selection process and apply to all initial appointments, promotions employee initiated lateral transfers to a different position, and as provided in Article 11, Section 1.B.1., below. Nothing herein is intended to create a "For Cause Standard" for release during a probationary period.

1. Employees in the General (GE) unit shall have an initial probationary period of twenty-six (26) biweekly pay periods.

There shall be no probationary period for employees promoted to a higher classification(s) in positions established as alternately staffed positions in the personnel allocation list, provided the employee has completed the probationary period in the lower classification. If the employee has not completed the probationary period in the lower classification, the probationary period will continue until the employee has worked the required number of pay periods in the position.

2. Employees initially hired into or promoted into classifications in the Professional (PL) and Supervisory (SU) Units shall have a probationary period of twenty-six (26) biweekly pay periods.

Except as provided below, there shall be no probationary period for employees promoted to the higher classification(s) in positions established as alternately staffed positions in the personnel allocation list, provided the employee has completed the probationary period in the lower classification. If the employee has not completed the probationary period in the lower classification, the probationary period will continue until the employee has worked the required number of pay periods in the position.

Employees covered by the California Administrative Code, Title 2, Division 5, Local Agency Personnel Standards (LAPS) will have probationary periods as required by LAPS regulations.

3. Employees promoted from one County classification to another in the same classification series shall have a promotional probationary period of thirteen (13) biweekly pay periods unless otherwise provided in this Section.
4. For all employees, individual probationary periods shall be extended commensurately by each hour an employee is on authorized leave for more than ten 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 Laws. 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.

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

B. Status of Employee

1. Probationary Period Required

A probationary period is required in the following circumstances:

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

which the employee has not previously achieved civil service status unless a Department Head and employee agree to waive or reduce the probationary period;

- d. upon displacement to a classification in a different class series where the employee has not completed probation at the lower level;
 - e. upon displacement resulting from layoff or release from probation after promotion where total time in the higher and lower level classes is less than the required probationary period at the lower level;
 - f. upon transfer to a position in the same classification in a different department when the employee has not attained permanent status in the class, except that the total time in the probationary period in the class shall not exceed one year;
 - g. upon reclassification to a class at the same or higher salary range unless waived by the appointing authority;
 - h. in any other circumstance not specifically excluded in B.2.
2. Probationary Period Not Required

A probationary period shall not be required:

- a. upon involuntary demotion;
- b. upon displacement resulting from layoff or release from probation after promotion where time in higher and lower level classes satisfies the required probationary period at the lower level;
- c. upon voluntary demotion to a position in a class in the same class series when the employee has completed the required probationary period in a higher level class;
- d. upon reassignment to a position in the same class in the same department;
- e. upon transfer of the employee to a position in the same class in a different department when the employee has previously achieved permanent status in the class except where the Department Head and employee concur on a probationary period not to exceed thirteen (13) pay periods;
- f. upon restoration resulting from a layoff to their former position or lower position in their class series where the employee had completed a probationary period;
- g. upon reclassification to a classification in which the incumbent is Y-rated.

C. Right of Return

1. An employee shall have the right of return to a position in a class in the GE, PL and SU bargaining units which the employee previously occupied when the employee fails to satisfactorily complete the probationary period after being promoted.
2. An employee who fails to satisfactorily complete a probationary period in a new class as a result of a voluntary demotion or transfer to a class in a new class series or transfer in the same class in a different department where the parties have agreed upon a probationary period, shall have the right of return to a position in the class and department from which the employee previously occupied if the employee had achieved Civil Service status in the class and provided such right shall be exercised within ninety (90) days of the effective date of the transfer or voluntary demotion. After ninety (90) days, an employee who does not satisfactorily complete the new probationary period shall have a right of return to

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

D. Expectations for Probationary Employees

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

E. Rejection During Probation

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

F. Rejection During Secondary Probation

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

Section 2 Performance Evaluations of Employees with Civil Service Status

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

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

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

period following completion of the required period of service. Failure to grant a performance salary step increase may be appealable under the Personnel Rules.

Good performance is to be acknowledged by use of letters of commendation and/or recognition which are submitted to Human Resources for inclusion in employee's personnel files. Letters of commendation and/or recognition from outside the department are to be forwarded to Human Resources with a copy to the department for inclusion in the employee's personnel file. Neither the contents of an employee's performance evaluation nor failure to provide letters of commendation and/or recognition are grievable or appealable.

An employee may review a performance evaluation with the employee's Department Head before the evaluation is placed in the employee's personnel file. The employee must request the review within ten working days of receiving the evaluation. The employee may have a representative during this meeting. An employee may also submit a written response to a performance evaluation, which shall be attached to and permanently filed with the performance evaluation in the employee's personnel file.

Sheriff's Department policy will govern performance evaluations for all Sheriff's Department employees.

The County is updating its performance evaluation process for non-Sheriff's Department employees. It is the County's goal to improve the accuracy and value of evaluations. The County will include the Union in that update process, particularly with regard to any term or condition of employment. The County will provide training to supervisors and managers regarding any updated performance evaluation process.

Section 3 Closure of County Buildings

The Chief Administrative Officer or his/her designee shall determine when County facilities shall be temporarily closed in an emergency.

- A. Any and all twenty-four seven facilities and/or operations are exempt from Article 11, Section 3.
- B. Employees whose buildings have been temporarily closed may be re-assigned to work sites in the same geographic area.
- C. Regular County employees scheduled to work but who are directed to not report to work or who are sent home from work due to the closure of their work site under this section, shall receive their regular pay for that scheduled shift. An employee shall not receive regular pay if the employee does not report to work due to any circumstance when there has not been a County directive closing the employee's worksite.
- D. After the first day of closure of a County building, if the County is unable to re-open a work site, or is unable to obtain an alternative work site in the same geographical area, an employee will be paid for that day(s).
- E. During a temporary closure of County buildings, those regular employees who are still required to come to work as part of our essential services, as defined by the County Administrative Officer, would receive compensation at time and one half.

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

Section 4 Drug Free Work Place

The County and Local 1 agree that they are committed to providing and maintaining a drug free work place in accord with the Drug Free Work Place Act of 1988. It is understood that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and that violation of this provision would subject the employee to disciplinary action. The County has a zero tolerance standard for employees being under the influence of, or in possession of, alcohol and/or drugs while at work. Reasonable effort will be made to inform employees about the dangers of drug abuse in the work place, the availability of any counseling or rehabilitation, as well as the Employee Assistance Program, and that disciplinary action may be imposed upon employees for drug abuse violations occurring in the work place or affecting work performance. The Parties shall discuss the adoption of a reasonable suspicion drug testing policy during the term of this Agreement.

ARTICLE 12 REDUCTION IN FORCE

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

A. Policy

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

pursuant to this policy.

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 individuals 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 Local 1 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 U.S. P.S. priority mail sent 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 proof of service.
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:

- a. Extra-help and provisional,
 - b. Probationary employees serving an initial probationary period,
 - c. 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 Actions

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

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

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

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

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

D. Layoff Privileges

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

1. Displacing in a Lower Class - An employee affected by layoff may, at his/her discretion, in lieu of layoff, displace an employee in a class previously held by the employee or in succeeding lower classes in the class series who has less retention points. Retention point computation for displacement purposes are made as determined for the original layoff. This is considered a voluntary demotion.
2. Restoration - Restoration shall be in inverse order of layoff. Names of employees with regular civil service status who have been laid off will be placed on an

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 proof of service date. Offers of reemployment shall be sent by first class mail to the last address on file in the Department of Human Resources. It is the employee's responsibility to insure that a current address is provided to the County Department of Human Resources.

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 employee meets the minimum qualifications. 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 120 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 rules 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 who are referred the names of individuals designated for layoff and who have requested transfers shall personally ensure that such persons are provided an employment interview.
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 Local 1 shall, at the request of Local 1 meet and confer over the practical effects of the proposed layoffs.

E. Deviation from Retention Points

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

F. Appeal of Layoff

1. Right of Appeal

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

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. An email shall be accepted as a written appeal.
- b. Appeals shall be filed within five (5) working days after the date of service of the notice of layoff as provided in Article 12.B.3.
- c. The notice of appeal shall state the employee's reasons for the appeal consistent with Article 12.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 Local 1.
- b. The Director of Human Resources or designee shall within five (5) working days of receipt of an appeal, determine which employees, if any, will be adversely affected if the appeal is successful. Human Resources will notify all employees potentially adversely affected of the appeal within five (5) working days of receipt 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:
 1. A representative designated by the County Director of Human Resources.
 2. A representative designated by Local 1.
 3. A neutral member selected in accordance with Article 12.F.4.b.
- b. The neutral Layoff Arbitration Panel member shall be chosen by:
 1. Mutual agreement between the County and Local 1 or their designated representatives within five (5) working days of notification to Local 1 of an appeal.
 2. If the County and Local 1 fail to name a neutral arbitration panel member within five (5) working days of notification to Local 1 of the appeal, a member of the Civil Service Commission (CSC) shall serve as the neutral third member of the arbitration panel.
 - (a) Human Resources will notify the Chair of the CSC of their inability to agree on a neutral;

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

5. Hearing Process

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

6. Decision

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

ARTICLE 13 APPEALS

Section 1 Letters of Reprimand

An employee may review a disciplinary reprimand with the employee's Department Head before the reprimand is placed in the employee's personnel file. The employee must request the review within ten working days of receiving the reprimand. The employee may have a representative for this meeting. For the term of this Agreement, the employee may request that a reprimand be sealed after two years if the employee has not received disciplinary action for the same general category of misconduct. The Human Resources Director or designee shall determine if acts of misconduct are of the same general category.

Section 2 Appeals of Disciplinary Actions

- A. Except as specified in B. below, an employee in the GE, PL, or SU Units, 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's Personnel Rules Part 12.
- B. GE, PL, or SU Unit employees who are covered by the State Merit System shall have the right to appeal a termination, demotion or suspension without pay in accordance with the definitions and procedures provided for in the California Administrative Code, Title 2, Division 5, Local Agency Personnel Standards (LAPS).
- B. If the County takes any adverse action against an employee, the employee will have a right to County documents which are job related and which might have an exculpatory effect.

ARTICLE 14 GRIEVANCE PROCEDURE

A. Intent

It is the intent of this procedure to provide for an orderly and equitable procedure for the resolution of misunderstandings and disputes between the County and its employees and/or Local 1.

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, to discuss the problem in an effort to clarify the issue and to work cooperatively toward settlement.

C. Early Intervention Process

If a matter remains unresolved, at the written request of the employee or a department, an early intervention team may be requested to attempt to facilitate resolution of the matter. The Early Intervention Team (EIT) shall be composed of a representative of Local 1 and a representative of management and/or Human Resources. The EIT shall meet with the employee and designated representative of the department having authority to resolve the dispute (subject to final approval of the Department Head and/or County). If the parties agree to participate in the EIT process, the parties agree to extend the timelines for filing a formal grievance by up to an additional twenty-five (25)

working days.

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

D. Scope of Grievances

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

E. Definitions

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

F. Grievance Procedure

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. If the parties elect to engage in the E.I.T. process as defined in paragraph C, the timelines shall be extended up to an additional twenty-five (25) days not to exceed a total of fifty (50) working days. 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 ten (10) working days, shall submit the grievance to the Director of Human Resources or designee. The Director of Human Resources or 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 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 twenty (20) working days.

2. Local 1 Initiated Grievance

- a. Local 1 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.

G. Arbitration

1. If the Director of Human Resource's written response to either an employee or Local 1 initiated grievance fails to resolve the grievance, Local 1 may submit a

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

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

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

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

H. Basic Rules

1. Costs

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

2. Time Limits

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

3. Representation

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

4. Shop Stewards

Local 1 may designate a reasonable number of shop stewards who will be available to assist employees with grievances. Only such shop stewards as are recognized by the Director of Human Resources will be given release time as provided below.

5. Release Time

The grievant may take reasonable County time without loss of pay to prepare his/her grievance and meet with management representatives regarding the grievance.

A Local 1 designated shop steward 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 15 EMPLOYEE RELATIONS POLICY AND PRACTICES

A. Employee Relations Policy

Local 1 and the County agree to meet and confer on the Employer/Employee Relations Policy for the purpose of updating the policy and providing for a locally selected, neutral, third party dispute resolution process for unit modification and/or representation petition issues.

B. Unfair Labor Relations Practices

Local 1 and the County agree to submit allegations of unfair employer-employee relations practices to binding arbitration in accordance with the arbitration clause of the grievance procedure.

ARTICLE 16 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. Local 1 agrees that under no circumstances will Local 1 recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, slowdown or picketing (hereinafter collectively referred to as work stoppage) in any office or department of the County, nor to curtail any work or restrict any production, or interfere with any operation of the County. Nor will this organization recognize the strike or job action of any organization or engage in any sympathy strike by recognizing the strike, job action or picket lines of any other organization. In the event of any such work stoppage by any member of the bargaining unit, the County shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased.

In the event of any work stoppage, during the term of this Memorandum of Understanding, whether by Local 1 or by any member of the bargaining unit, Local 1 by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the County. In the event of any work stoppage Local 1 had not otherwise authorized, permitted or encouraged such work stoppage, Local 1 shall not be liable for any damages caused by the violation of this provision. However, the County shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the County shall have the right to seek full legal redress, including damages, as against any such employee.

A. Job Action - Sick Outs

1. Variance from Personnel Rule 1404

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

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

- 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 17 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 18 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 19 SUCCESSOR AGREEMENT

Negotiations for a successor Memorandum of Understanding shall begin no later than seven (7) months prior to the end of this MOU.

ARTICLE 20 ECONOMIC HARDSHIP

At any time after Board of Supervisors' approval of this Memorandum of Understanding and upon 30 calendar days written notice to Local 1, 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 all 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 substantial 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 Employees Association, Local 1

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

[Signature]
Jere Copeland, Executive Director

Date: 12-22-17

Date: 12/20/17

[Signature]
Tameka Usher, Human Resources Director

[Signature]
Jeffrey Whitford, President

Date: 12/20/17

Date: 12/20/2017

Board of Supervisors

[Signature]
Shiva Frentzen, Chair

[Signature]
Lisa Blake

[Signature]
Kristen Jennings-Manners

Date: 12-19-17

[Signature]
Rebecca Klare

[Signature]
Mary Luckel

Deputy Clerk

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

[Signature]
Loren Massaro

[Signature]
Walter Davies

By: [Signature]
Deputy Clerk



RESOLUTION NO. 221-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, salaries for classifications of the Undersheriff, Sheriff's Captain, Sheriff's Lieutenant, Sheriff's Sergeant, and Deputy Sheriff I/II are determined by Section 504 of the El Dorado County Charter; and

WHEREAS, classifications of Investigator (District Attorney) and Supervising Investigator (District Attorney) are entitled to commensurate increases per the Memorandum of Understanding between the County of El Dorado and the Deputy Sheriff's Association Article 5, Section 2; and

WHEREAS, the Chief Investigator (District Attorney) has an internal salary relationship with the class of Sheriff's Captain per El Dorado County Law Enforcement Management Association Memorandum of Understanding, Article 4, Section 1B.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that it has been determined that this Resolution shall establish the new salary ranges for the covered classifications as listed below, effective the pay period which contains January 1, 2020.

Job Class No.	Classification	Old Salary Range	New Salary Range
5401	Deputy Sheriff I	\$33.76 - \$41.03 \$5,851.73 - \$7,111.87	\$34.32 - \$41.72 \$5,948.80 - \$7,231.47
5402	Deputy Sheriff II	\$35.39 - \$43.02 \$6,134.27 - \$7,456.80	\$35.97 - \$43.72 \$6,234.80 - \$7,578.13
5410	Sheriff's Sergeant	\$43.74 - \$53.17 \$7,581.60 - \$9,216.13	\$44.46 - \$54.04 \$7,706.40 - \$9,366.93
5415	Sheriff's Lieutenant	\$59.19 - \$71.95 \$10,259.60 - \$12,471.33	\$60.17 - \$73.14 \$10,429.47 - \$12,677.60
5420	Sheriff's Captain	\$69.01 - \$83.87 \$11,961.73 - \$14,537.47	\$70.15 - \$85.27 \$12,159.33 - \$14,780.13
0271	Undersheriff	\$78.16 - \$95.00 \$13,547.73 - \$16,466.67	\$79.45 - \$96.57 \$13,771.33 - \$16,738.80
5601	Chief Investigator (District Attorney)	\$69.01 - \$83.87 \$11,961.73 - \$14,537.47	\$70.15 - \$85.27 \$12,159.33 - \$14,780.13
5603	Investigator (District Attorney)	\$43.74 - \$53.17 \$7,581.60 - \$9,216.13	\$44.46 - \$54.04 \$7,706.40 - \$9,366.93
5600	Supervising Investigator (District Attorney)	\$48.70 - \$59.21 \$8,441.33 - \$10,263.07	\$49.50 - \$60.17 \$8,580.00 - \$10,429.47

///

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 17th day of December, 2019, by the following vote of said Board:

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schaffley
Deputy Clerk

Ayes: Hidahl, Frentzen, Veerkamp, Parlin, Novasel
Noes: None
Absent : None

Sue Novasel
Sue Novasel, Chair, Board of Supervisors



RESOLUTION NO. 232-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 604 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, and Section 601 of the El Dorado County Salary and Benefits Resolution #108-2019 applicable to unrepresented employees, the Board of Supervisors shall by Resolution establish the salary for all authorized positions within the County.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt salary ranges for the classifications as set forth herein, and amends the salary schedule, effective the pay period including January 1, 2020.

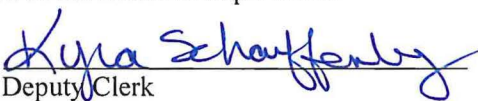
Salary Changes				
Job Class. No.	Bargaining Unit	Classification Title	Old Salary Range	New Salary Range
2610	EH	Elections Worker - EH	\$12.05 - \$14.64	\$13.00 - \$15.80
7825	GE	Food Services Aide	\$12.00 - \$14.58 \$2,080.00 - \$2,527.20	\$13.00 - \$15.80 \$2,253.33 - \$2,738.67
4075	EH	General Trainee - EH	\$12.00 - \$12.00	\$13.00 - \$13.00
8630	GE	Mental Health Aide	\$12.78 - \$15.53 \$2,215.20 - \$2,691.87	\$13.00 - \$15.80 \$2,253.33 - \$2,738.67
6220	EH	Park Operations Assistant - EH	\$12.00 - \$14.58	\$13.00 - \$15.80
7117	GE	Probation Transport Driver	\$12.00 - \$14.58 \$2,080.00 - \$2,527.20	\$13.00 - \$15.80 \$2,253.33 - \$2,738.67
6961	EH	Student Intern – EH	\$12.00 - \$14.58	\$13.00 - \$15.80
6962	EH	Student Intern Undergrad – EH	\$12.10 – \$14.72	\$13.00 - \$15.80
7116	EH	Transportation Officer - EH	\$12.00 - \$14.58	\$13.00 - \$15.80

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 17th day of December, 2019, by the following vote of said Board:

Ayes: Hidahl, Frentzen, Veerkamp, Parlin, Novasel

Attest:
Kim Dawson
Clerk of the Board of Supervisors

Noes: None
Absent : None

By: 
Deputy Clerk


Sue Novasel, Chair, Board of Supervisors



RESOLUTION NO. 237-2019

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 501 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees, at the recommendation of the Human Resources Department, the Board of Supervisors shall approve all new classes and class specifications, abolish classes, and determine the representation unit or units to which each class is assigned; and

WHEREAS, for the purposes of correct tracking of benefits for the members of the Board of Supervisors, the Board of Supervisors deems it appropriate to establish an unrepresented bargaining unit solely for the class of Supervisor – Board of Supervisors; and

WHEREAS, the new unrepresented union code of BD is being established for this new unrepresented bargaining unit.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado does hereby adopt the new unrepresented bargaining unit titled BD for the classification of Supervisor – Board of Supervisors.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the new union code for the classification set forth below, and amends the Salary Schedule, effective the first pay period following adoption.

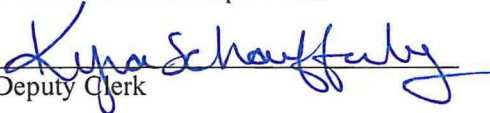
Union Code Change			
Job Class. No.	Classification Title	Old Union Code	New Union Code
1141	Supervisor - Board of Supervisors	EL	BD

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 17th day of December, 2019, by the following vote of said Board:

Ayes: Frentzen, Hidahl, Parlin, Veerkamp, Novasel

Noes: None
Absent : None

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk


Sue Novasel, Chair, Board of Supervisors



RESOLUTION NO. 238-2019

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 Deputy County Counsel Association have met and conferred, and negotiated in good faith; and

WHEREAS, said representatives have reached an agreement on a variety of terms and conditions of employment for employees in the Deputy County Counsel bargaining unit; and

WHEREAS, the members of the El Dorado County Deputy County Counsel Association representing the Deputy County Counsel bargaining unit have elected and voted to dissolve the El Dorado County Deputy County Counsel Association effective December 17, 2019; and,

WHEREAS, the members of the El Dorado County Deputy County Counsel Association representing the Deputy County Counsel bargaining unit have elected and voted to convert their status from Represented Employees to Unrepresented Employees; and

WHEREAS, the representatives of the County of El Dorado and representatives of the El Dorado County Deputy County Counsel Association have met and conferred, and negotiated in good faith to dissolve all existing bargaining rights created under the Memorandum of Understanding between the County of El Dorado and the El Dorado County Deputy County Counsel ratified pursuant to Resolution No. 206-2018; and

WHEREAS, the representatives of the County of El Dorado and representatives of the El Dorado County Deputy County Counsel Association have met and conferred, negotiated in good faith, and agreed that employees in the Deputy County Counsel bargaining unit shall be subject to the terms and condition of the Salary and Benefits Resolution 235-2019 for Unrepresented Employees; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of El Dorado approves, adopts, and authorizes the Chair to sign this Resolution which dissolves the Deputy County Counsel bargaining unit and assigns the bargaining unit's job classifications to the group of job classifications subject to the Salary and Benefits Resolution 235-2019 for Unrepresented Employees, effective December 17, 2019.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the salary ranges and bargaining unit change for the classifications as set forth herein, and amends the salary schedule, effective the pay period including December 21, 2019.

Salary and Bargaining Unit Changes					
Job Class. No.	Classification Title	Old Bargaining Unit	Old Salary Range	New Bargaining Unit	New Salary Range
5100	Associate Deputy County Counsel	CC	\$47.29 - \$57.48 \$8,196.93 - \$9,963.20	UM	\$49.94 - \$60.71 \$8,656.27 - \$10,523.07
5104	Deputy County Counsel	CC	\$55.85 - \$67.88 \$9,680.67 - \$11,765.87	UM	\$58.98 - \$71.69 \$10,223.20 - \$12,426.27
5106	Sr. Deputy County Counsel	CC	\$64.80 - \$78.76 \$11,232.00 - \$13,651.73	UM	\$68.44 - \$83.18 \$11,862.93 - \$14,417.87

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 17th day of December, 2019, by the following vote of said Board:

Ayes: Frentzen, Hidahl, Parlin, Veerkampl, Novasel

Attest:

Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schaufenberg
Deputy Clerk

Noes: None

Absent : None

Sue Novasel
Sue Novasel, Chair, Board of Supervisors



RESOLUTION NO. 003-2020

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 604 of the County of El Dorado Personnel Rules Resolution #018-2019 applicable to represented and unrepresented employees the Board of Supervisors shall by Resolution establish the salary for all authorized positions within the County, and

WHEREAS, the County of El Dorado the El Dorado County Managers' Association representing employees in the Management (MA) bargaining unit have an executed Memorandum of Understanding (MOU) for the period July 1, 2018 through June 30, 2021; and

WHEREAS, Article 5, Section 1.C of the MOU provides that the Step 1 base wage of the MA classification, Correctional Lieutenant, shall be 15% greater than the base wage of the classification's highest paid subordinate, which is Sheriff's Correctional Sergeant; and

WHEREAS, effective November 9, 2019, Sheriff's Correctional Sergeant step 1 base wage was increased to \$30.96, rendering the step 1 differential between Correctional Lieutenant and Sheriff's Correctional Sergeant less than the mandated 15%; and

WHEREAS, the base salary of Correctional Lieutenant should also have been increased by 3.23% effective November 9, 2019 to comply with Article 5, Section 1.C of the MA MOU, but was not due to administrative delays.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of El Dorado authorizes the Director of Human Resources to make any technical corrections if needed.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt salary ranges for the classifications as set forth herein, and amends the salary schedule, effective the pay period including November 9, 2019 through pay period 1 of 2020 (January 3, 2020).

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado directs the Payroll Division of the Auditor/Controller's Office to implement the salary increases retroactive to the pay period including November 9, 2019 through pay period 1 of 2020 (January 3, 2020), and compensate employee(s) in the Correctional Lieutenant classification for back pay resulting from the delay in implementation of the required salary increase.

Salary Changes				
Job Class. No.	Bargaining Unit	Classification Title	Old Salary Range	New Salary Range
5511	MA	Correctional Lieutenant	\$34.49 – \$41.92 \$5,978.27 - \$7,266.13	\$35.61 - \$43.28 \$6,172.40 – \$7,501.87

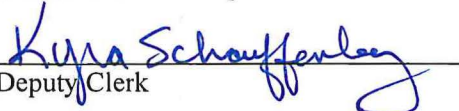
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PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 7th day of January, 2020, by the following vote of said Board:

Ayes: Veerkamp, Novasel, Hidahl, Parlin

Attest:
Kim Dawson
Clerk of the Board of Supervisors

Noes: Frentzen
Absent: None

By: 
Deputy Clerk


Chair, Board of Supervisors
Brian K. Veerkamp