JCN	Position Title	Action	Resolution/ MOU	Notes
2215	ACCOUNT CLERK I	Abolished Class	055-2025	Effective 05/17/2025
2216	ACCOUNT CLERK II	Abolished Class	055-2025	Effective 05/17/2025
2217	ACCOUNT CLERK III	Abolished Class	055-2025	Effective 05/17/2025
2218	ACCOUNT CLERK SUPERVISOR	Abolished Class	055-2025	Effective 05/17/2025
3301	ACCOUNTANT I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3302	ACCOUNTANT II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3305	ACCOUNTANT/AUDITOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
0191	ACCOUNTING DIV MANAGER TTC	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
3307	ACCOUNTING SYSTEMS ADMIN	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
1323	ADMIN ANALYST SUPERVISOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
1306	ADMINISTRATIVE ANALYST I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
1307	ADMINISTRATIVE ANALYST II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2116	ADMINISTRATIVE ASSISTANT I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2117	ADMINISTRATIVE ASSISTANT II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2111	ADMINISTRATIVE SECRETARY	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
1305	ADMINISTRATIVE TECHNICIAN	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
		Bargaining Unit Change	114-2025	Position Specific Barganing Unit Change Effective 08/23/2025

JCN	Position Title	Action	Resolution/ MOU	Notes
4403	AG BIOLOGIST/STANDARD INSP III	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4401	AG BIOLOGIST/STANDARDS INSP I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4402	AG BIOLOGIST/STANDARDS INSP II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
1203	AG BIOLOGIST/STANDRD INSP SUPV	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4404	AG BIOLOGY TECHNICIAN	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
1321	AIR QUALITY ADMINISTRATIVE ANALYST	Abolished Class	055-2025	Effective 05/17/2025
4127	AIR QUALITY ENGINEER I	New Classification	021-2025	Effective 02/22/2025
		Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4109	AIR QUALITY ENGINEER I/II	Abolished Class	021-2025	Effective 02/22/2025
4128	AIR QUALITY ENGINEER II	New Classification	021-2025	Effective 02/22/2025
		Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4641	AIR QUALITY SPECIALIST I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
4642	AIR QUALITY SPECIALIST II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4644	AIR QUALITY TECHNICIAN I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4645	AIR QUALITY TECHNICIAN II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
6505	AIRPORT OPERATIONS OFFICER	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
6504	AIRPORT OPERATIONS SUPERVISOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
0202	ALCOHOL/DRUG PROGRAM DIV MGR	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
1257	ALTERNATE PUBLIC DEFENDER	Salary Change	184-2025	Effective 12/27/2025

JCN	Position Title	Action	Resolution/ MOU	Notes
3129	APPLICATIONS ANALYST I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3130	APPLICATIONS ANALYST II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3149	APPLICATIONS ANALYST III	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4300	APPRAISER AIDE	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4301	APPRAISER I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4302	APPRAISER II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4400	ASSESSMENT MANAGER	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
4321	ASSESSMENT STANDARDS SUPERVISOR	Abolished Class	055-2025	Effective 05/17/2025
2601	ASSESSMENT TECHNICIAN I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2602	ASSESSMENT TECHNICIAN II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4105	ASSOC CIVIL ENGINEER	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4110	ASSOC LAND SURVEYOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4202	ASSOC PLANNER	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4119	ASSOC RIGHT OF WAY AGENT	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5210	ASSOCIATE ATTORNEY	New Classification	036-2025	Effective 04/05/2025
0265	ASST DIR OF TRANSPORTATION	Salary Change	103-2025	Effective 08/09/2025
5205	ASST DISTRICT ATTORNEY	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025

JCN	Position Title	Action	Resolution/ MOU	Notes
4104	ASST IN CIVIL ENGINEERING	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4115	ASST IN LAND SURVEYING	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4118	ASST IN RIGHT OF WAY	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4201	ASST PLANNER	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2714	ASST PUBLIC ADMINISTRATOR	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
5700	ASST SUPERINTENDENT - INST	Abolished Class	055-2025	Effective 05/17/2025
4311	AUDITOR/APPRAISER	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4305	BRANCH SUPERVISING APPRAISER	Abolished Class	055-2025	Effective 05/17/2025
6612	BUILDING OPERATIONS MANAGER	Abolished Class	055-2025	Effective 05/17/2025
3147	BUSINESS SYSTEMS ANALYST I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3148	BUSINESS SYSTEMS ANALYST II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3401	BUYER I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3402	BUYER II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4721	CADASTRAL DRAFTER	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
0184	CAPITAL PROGRAMS MANAGER	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
7421	CARE MANAGEMENT COUNSELOR I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7422	CARE MANAGEMENT COUNSELOR II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025

JCN	Position Title	Action	Resolution/ MOU	Notes
7425	CARE MANAGEMENT SUPERVISOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3504	CENTRAL SERVICES SUPV	Abolished Class	055-2025	Effective 05/17/2025
1226	CHIEF ADMINISTRATIVE OFFICER	Salary Change	184-2025	Effective 12/27/2025
3101	CHIEF INFO SECURITY OFFICER	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
0205	CHIEF INFORMATION OFFICER	New Classification	111-2025	Effective 08/23/2025
5601	CHIEF INVESTIGATOR (D.A.)	Salary Change	184-2025	Effective 12/27/2025
0157	CHIEF OF INNOV & TECH TRNSPNCY	New Classification	023-2025	Effective 02/22/2025
1256	CHIEF PROBATION OFFICER	Salary Change	184-2025	Effective 12/27/2025
7217	CHILD ABUSE PREVENTION CORD I	Abolished Class	055-2025	Effective 05/17/2025
7218	CHILD ABUSE PREVENTION CORD II	Abolished Class	055-2025	Effective 05/17/2025
5001	CHILD SUPPORT ATTORNEY I	Abolished Class Class	036-2025	Dissolution of Criminal Attorney's bargaining unit, Effective 04/05/2025
5002	CHILD SUPPORT ATTORNEY II	Abolished Class Class	036-2025	Dissolution of Criminal Attorney's bargaining unit, Effective 04/05/2025
5003	CHILD SUPPORT ATTORNEY III	Abolished Class Class	036-2025	Dissolution of Criminal Attorney's bargaining unit, Effective 04/05/2025
5004	CHILD SUPPORT ATTORNEY IV	Abolished Class Class	036-2025	Dissolution of Criminal Attorney's bargaining unit, Effective 04/05/2025
5605	CHILD SUPPORT INVESTIGATOR I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5606	CHILD SUPPORT INVESTIGATOR II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7701	CHILD SUPPORT SPECIALIST I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7702	CHILD SUPPORT SPECIALIST II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7703	CHILD SUPPORT SPECIALIST III	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7705	CHILD SUPPORT SUPERVISOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025

JCN	Position Title	Action	Resolution/ MOU	Notes
2114	CLERK OF THE PLANNING COMM	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4515	CODE ENFORCEMENT MANAGER	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
8516	COMMUNITY HEALTH ADVOCATE	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5907	COOK I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5908	COOK II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5905	CORRECTIONAL COOK	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5906	CORRECTIONAL FOOD SERVICE SUPV	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5909	CORRECTIONAL FOOD SVCS COORD	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3308	COST ACCOUNTANT	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
1231	COUNTY COUNSEL	Salary Change	184-2025	Effective 12/27/2025
3171	CRIME ANALYST	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4608	DEFENSIBLE SPACE INSPECTOR I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4609	DEFENSIBLE SPACE INSPECTOR II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4612	DEFENSIBLE SPACE INSPECTR SUPV	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3170	DEPARTMENT SYSTEMS ANALYST	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4405	DEPUTY AG COMM/SEALER W AND M	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025

JCN	Position Title	Action	Resolution/ MOU	Notes
5211	DEPUTY ATTORNEY	New Classification	036-2025	Effective 04/05/2025
0249	DEPUTY BUILDING OFFICIAL	Salary Change Salary Change	MOU MOU	Manager's Association MOU, Effective 04/05/2025 Manager's Association MOU, Effective 07/12/2025
0291	DEPUTY DIR OF ENGINEERING	Salary Change Salary Change	MOU MOU	Manager's Association MOU, Effective 04/05/2025 Manager's Association MOU, Effective 07/12/2025
0301	DEPUTY DIR OF MAINT & OPS	Salary Change Salary Change	MOU MOU	Manager's Association MOU, Effective 04/05/2025 Manager's Association MOU, Effective 07/12/2025
0235	DEPUTY DIRECTOR OF IT	Salary Change Salary Change	MOU MOU	Manager's Association MOU, Effective 04/05/2025 Manager's Association MOU, Effective 07/12/2025
7122	DEPUTY DIRECTOR, HHSA	Salary Change Salary Change	MOU MOU	Manager's Association MOU, Effective 04/05/2025 Manager's Association MOU, Effective 07/12/2025
5201	DEPUTY DISTRICT ATTORNEY I	Abolished Class Class	036-2025	Dissolution of Criminal Attorney's bargaining unit, Effective 04/05/2025
5202	DEPUTY DISTRICT ATTORNEY II	Abolished Class Class	036-2025	Dissolution of Criminal Attorney's bargaining unit, Effective 04/05/2025
5203	DEPUTY DISTRICT ATTORNEY III	Abolished Class Class	036-2025	Dissolution of Criminal Attorney's bargaining unit, Effective 04/05/2025
5204	DEPUTY DISTRICT ATTORNEY IV	Abolished Class Class	036-2025	Dissolution of Criminal Attorney's bargaining unit, Effective 04/05/2025
5301	DEPUTY PUBLIC DEFENDER I	Abolished Class Class	036-2025	Dissolution of Criminal Attorney's bargaining unit, Effective 04/05/2025
5302	DEPUTY PUBLIC DEFENDER II	Abolished Class Class	036-2025	Dissolution of Criminal Attorney's bargaining unit, Effective 04/05/2025
5303	DEPUTY PUBLIC DEFENDER III	Abolished Class Class	036-2025	Dissolution of Criminal Attorney's bargaining unit, Effective 04/05/2025
5304	DEPUTY PUBLIC DEFENDER IV	Abolished Class Class	036-2025	Dissolution of Criminal Attorney's bargaining unit, Effective 04/05/2025
7410	DEPUTY PUBLIC GUARDIAN ASSISTANT	Abolished Class	055-2025	Effective 05/17/2025
7411	DEPUTY PUBLIC GUARDIAN I	Salary Change Salary Change	MOU MOU	Local 1 MOU, Effective 04/19/2025 Local 1 MOU, Effective 07/12/2025

JCN	Position Title	Action	Resolution/ MOU	Notes
7412	DEPUTY PUBLIC GUARDIAN II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7414	DEPUTY PUBLIC GUARDIAN SUPV	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5401	DEPUTY SHERIFF I	Salary Change	184-2025	Effective 12/27/2025
5402	DEPUTY SHERIFF II	Salary Change	184-2025	Effective 12/27/2025
5915	DETENTION AIDE	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4701	DEVELOPMENT AIDE I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4702	DEVELOPMENT AIDE II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4709	DEVELOPMENT TECHNICIAN I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4710	DEVELOPMENT TECHNICIAN II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
8119	DISEASE INV & CONTROL SPEC I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
8120	DISEASE INV & CONTROL SPEC II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4655	DISPOSAL SITE SUPERVISOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
1121	DISTRICT ATTORNEY	Salary Change	184-2025	Effective 12/27/2025
7607	EARLY CHILDHOOD LITERACY SPEC	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2607	ELECTIONS TECHNICIAN I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2608	ELECTIONS TECHNICIAN II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2610	ELECTIONS WORKER - EH	Salary Change	183-2025	Effective 12/27/2025
7101	ELIGIBILITY SPECIALIST I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025

JCN	Position Title	Action	Resolution/ MOU	Notes
7102	ELIGIBILITY SPECIALIST II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7103	ELIGIBILITY SPECIALIST III	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7100	ELIGIBILITY SPECIALIST TRAINEE	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7110	ELIGIBILITY SUPERVISOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7501	EMPLOY AND TRAINING WKR I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7502	EMPLOY AND TRAINING WKR II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7503	EMPLOY AND TRAINING WKR III	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7505	EMPLOY AND TRAINING WKR SUPV	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
0167	EMS AGENCY MEDICAL DIRECTOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2511	EMS AND EMERG PREP SUPERVISOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5900	EMS SPECIALIST	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4715	ENGINEERING AIDE	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4717	ENGINEERING TECHNICIAN	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4601	ENVIRONMENTAL HEALTH SPEC I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4602	ENVIRONMENTAL HEALTH SPEC II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4603	ENVIRONMENTAL HEALTH SPEC III	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025

JCN	Position Title	Action	Resolution/ MOU	Notes
4604	ENVIRONMENTAL HEALTH SPEC SUPV	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4607	ENVIRONMENTAL MANAGEMENT MGR	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
8509	EPIDEMIOLOGIST I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
8510	EPIDEMIOLOGIST II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
6205	EQUIPMENT MECHANIC HELPER	Abolished Class	055-2025	Effective 05/17/2025
2107	EXAMINATION PROCTOR - EH	Abolished Class	055-2025	Effective 05/17/2025
2113	EXECUTIVE ASSISTANT	Salary Change	MOU	Unrepresented Classification formally linked to Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Unrepresented Classification formally linked to Local 1 MOU, Effective 07/12/2025
2112	EXECUTIVE SECRETARY	Abolished Class	055-2025	Effective 05/17/2025
0186	FACILITIES PROJECT MANAGER I	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
0187	FACILITIES PROJECT MANAGER II	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
0193	FISCAL ADMIN MGR	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
2201	FISCAL ASSISTANT I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2202	FISCAL ASSISTANT II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2207	FISCAL MANAGER	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
2205	FISCAL SERVICES SUPERVISOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025

JCN	Position Title	Action	Resolution/ MOU	Notes
2203	FISCAL TECHNICIAN	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
6135	FLEET SUPERINTENDENT	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
7825	FOOD SERVICES AIDE	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7824	FOOD SERVICES SUPV	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4075	GENERAL TRAINEE - EH	Salary Change	183-2025	Effective 12/27/2025
4111	GEOLOGIST	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3181	GIS ANALYST I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3182	GIS ANALYST II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3136	GIS MANAGER	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
3109	GIS TECHNICIAN I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3110	GIS TECHNICIAN II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4616	HAZ MAT/RECYCLING SPECIALIST	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
8501	HEALTH EDUCATION COORDINATOR	Title Change	007-2025	Prior Title Health Educator
		Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
8215	HEALTH PROGRAM SPECIALIST	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7307	HOUSING PROGRAM COORDINATOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025

JCN	Position Title	Action	Resolution/ MOU	Notes
7305	HOUSING PROGRAM SPECIALIST I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7306	HOUSING PROGRAM SPECIALIST II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
1902	IHSS PUB AUTH REG/TRNG SPECIAL	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3140	INFORMATION SECURITY ANALYST	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7135	INFORMATION SYSTEMS SUPERVISOR	Abolished Class	055-2025	Effective 05/17/2025
5607	INVESTIGATIVE ASSISTANT	Abolished Class	023-2025	Effective 02/22/2025
5615	INVESTIGATIVE ASSISTANT I	New Classification	023-2025	Effective 02/22/2025
		Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5616	INVESTIGATIVE ASSISTANT II	New Classification	023-2025	Effective 02/22/2025
		Salary Change	044-2025	Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5603	INVESTIGATOR (D.A.)	Salary Change	184-2025	Effective 12/27/2025
5613	INVESTIGATOR (P.D.)	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3190	IT ANALYST - CLOUD SYSTEMS	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3187	IT ANALYST II - TELECOM	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3142	IT ANALYST III-NTWRK & ADMIN	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3145	IT ANALYST III-SVR DSN & ADM	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3116	IT ANALYST II-NTWRK & ADMIN	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3125	IT ANALYST II-SVR DSN & ADM	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025

JCN	Position Title	Action	Resolution/ MOU	Notes
3115	IT ANALYST I-NTWRK & ADMIN	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3124	IT ANALYST I-SVR DSN & ADM	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3186	IT ANALYST I-TELECOM	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3191	IT CUSTOMER SUPPORT SPEC I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3192	IT CUSTOMER SUPPORT SPEC II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3193	IT CUSTOMER SUPPORT SPEC III	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3176	IT DEPARTMENT COORDINATOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3175	IT DEPARTMENT SPECIALIST	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3174	IT OFFICER	Abolished Class	055-2025	Effective 05/17/2025
3137	IT PROJECT MANAGER	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
3157	IT SPECIALIST I - SERVER ADMN	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3158	IT SPECIALIST II - SERVER ADMN	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3153	IT SUPERVISOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3161	IT TECHNICIAN I	Abolished Class	055-2025	Effective 05/17/2025
3162	IT TECHNICIAN II	Abolished Class	055-2025	Effective 05/17/2025
3166	IT TECHNICIAN TRAINEE	Abolished Class	055-2025	Effective 05/17/2025
2421	LEGAL CLERK I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025

JCN	Position Title	Action	Resolution/ MOU	Notes
2422	LEGAL CLERK II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2423	LEGAL CLERK III	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2425	LEGAL OFFICE SUPV	Abolished Class	055-2025	Effective 05/17/2025
2405	LEGAL SECRETARIAL SVCS SUPV	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2401	LEGAL SECRETARY I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2402	LEGAL SECRETARY II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7616	LIBRARIAN I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7617	LIBRARIAN II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7618	LIBRARIAN SUPERVISOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7601	LIBRARY ASSISTANT I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7602	LIBRARY ASSISTANT II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7621	LIBRARY CIRCULATION SUPERVISOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7608	LIBRARY SYSTEMS TECHNICIAN	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5599	LIEUTENANT (DISTRICT ATTORNEY)	Title Change	023-2025	Prior Title Assistant Chief Investigator (District Attorney) Effective 02/22/2025
		Salary Change	184-2025	Effective 12/27/2025
6132	MAINTENANCE SUPERINTENDENT	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025

JCN	Position Title	Action	Resolution/ MOU	Notes
0106	MANAGER OF ANIMAL SERVICES	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
7831	MEALSITE COORDINATOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2524	MEDICAL BILLING TECHNICIAN	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2501	MEDICAL OFFICE ASSISTANT I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2502	MEDICAL OFFICE ASSISTANT II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2504	MEDICAL OFFICE SERVICES SUPV	Abolished Class	055-2025	Effective 05/17/2025
8635	MEDICAL RECORDS TECHNICIAN	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
8630	MENTAL HEALTH AIDE	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
8123	MENTAL HEALTH CLINICAL NURSE	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
8200	MENTAL HEALTH CLINICIAN IA	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
8203	MENTAL HEALTH CLINICIAN IB	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
8201	MENTAL HEALTH CLINICIAN II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2516	MENTAL HEALTH FISCAL/REC ASST	Abolished Class	055-2025	Effective 05/17/2025
0221	MENTAL HEALTH MEDICAL DIRECTOR	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
8111	MENTAL HEALTH NURSE PRACTITIONER	Abolished Class	055-2025	Effective 05/17/2025
8621	MENTAL HEALTH PATIENTS RTS ADV	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
8205	MENTAL HEALTH PROGRAM COORD IA	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025

JCN	Position Title	Action	Resolution/ MOU	Notes
8204	MENTAL HEALTH PROGRAM COORD IB	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
8206	MENTAL HEALTH PROGRAM COORD II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
8631	MENTAL HEALTH WORKER I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
8632	MENTAL HEALTH WORKER II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
0226	MGR OF MENTAL HEALTH PROGRAMS	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
7628	MUSEUM ADMINISTRATOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7819	NUTRITION SERVICES SUPERVISOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7816	NUTRITIONIST	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
8411	OCCUPATIONAL THERAPIST	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2101	OFFICE ASSISTANT I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2102	OFFICE ASSISTANT II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4130	OFFICE ENGINEER	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2125	OFFICE SERVICES SUPERVISOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2106	OFFICE TECHNICIAN	Abolished Class	055-2025	Effective 05/17/2025
5115	PARALEGAL I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5116	PARALEGAL II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025

JCN	Position Title	Action	Resolution/ MOU	Notes
6220	PARK OPERATIONS ASSISTANT	Salary Change	183-2025	Effective 12/27/2025
4208	PARKS PROGRAM COORDINATOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4207	PARKS PROJECT COORDINATOR	Abolished Class	055-2025	Effective 05/17/2025
3511	PARTS TECHNICIAN	Abolished Class	055-2025	Effective 05/17/2025
8405	PHYSICAL THERAPIST	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4204	PLANNING MANAGER	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
9992	PRECINCT PLANNING SPECIALIST	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4102	PRINCIPAL ENGINEERING TECH	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3155	PRINCIPAL INFO TECH ANALYST	Abolished Class	055-2025	Effective 05/17/2025
5703	PROBATION ASSISTANT	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7117	PROBATION TRANSPORT DRIVER	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
0185	PROCUREMENT AND CONTRACTS MGR	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
7300	PROGRAM AIDE	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7301	PROGRAM ASSISTANT	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7302	PROGRAM COORDINATOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7121	PROGRAM MANAGER	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
7120	PROGRAM MANAGER-PROTECT SVCS	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025

JCN	Position Title	Action	Resolution/ MOU	Notes
2605	PROPERTY TRANSFER SPECIALIST	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2606	PROPERTY TRANSFER SUPERVISOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
8213	PSYCHIATRIC CASE MGR	Abolished Class	055-2025	Effective 05/17/2025
8121	PSYCHIATRIC NURSING SUPV	Abolished Class	055-2025	Effective 05/17/2025
8211	PSYCHIATRIC TECHNICIAN I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
8212	PSYCHIATRIC TECHNICIAN II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
1261	PUBLIC DEFENDER	Salary Change	184-2025	Effective 12/27/2025
8115	PUBLIC HEALTH NURSE I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
8116	PUBLIC HEALTH NURSE II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
8110	PUBLIC HEALTH NURSE PRACT	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
8118	PUBLIC HEALTH NURSE SUPV	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
0201	PUBLIC HEALTH NURSING MANAGER	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
5739	PUBLIC HLTH CLINICIAN BOARD	Abolished Class	055-2025	Effective 05/17/2025
4606	PUBLIC INFORMATION SPECIALIST	Abolished Class	055-2025	Effective 05/17/2025
2115	PUBLIC SERVICES ASSISTANT	Abolished Class	055-2025	Effective 05/17/2025
2611	RECORDER DOC EXAM/INDEXER I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2612	RECORDER DOC EXAM/INDEXER II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2645	RECORDER-CLERK SERVICES SUPV	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3904	RECORDS TECHNICIAN	New Classification	107-2025	Effective 08/09/2025

JCN	Position Title	Action	Resolution/ MOU	Notes
8113	REGISTERED NURSE	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3701	REVENUE RECOVERY OFFICER I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3702	REVENUE RECOVERY OFFICER II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4122	RIGHT OF WAY SUPERVISOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3195	RIVER INSTRUCTOR - EH	Salary Change	183-2025	Effective 12/27/2025
4626	RIVER RECREATION SUPERVISOR	Abolished Class	055-2025	Effective 05/17/2025
2105	SCREENER	Abolished Class	055-2025	Effective 05/17/2025
2110	SECRETARY	Abolished Class	055-2025	Effective 05/17/2025
5609	SENIOR CITIZENS' ATTORNEY I	Abolished Class Class	036-2025	Dissolution of Criminal Attorney's bargaining unit, Effective 04/05/2025
5610	SENIOR CITIZENS' ATTORNEY II	Abolished Class Class	036-2025	Dissolution of Criminal Attorney's bargaining unit, Effective 04/05/2025
5611	SENIOR CITIZENS' ATTORNEY III	Abolished Class Class	036-2025	Dissolution of Criminal Attorney's bargaining unit, Effective 04/05/2025
7311	SENIORS' DAYCARE PROGRAM SUPV	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
1126	SHERIFF/CORONER/PUBLIC ADMIN	Salary Change	184-2025	Effective 12/27/2025
5420	SHERIFF'S CAPTAIN	Salary Change	184-2025	Effective 12/27/2025
3809	SHERIFF'S COMMUNICATION MGR	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
5511	SHERIFF'S CORRECTIONAL LIEUTNT	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
5501	SHERIFF'S CORRECTIONAL OFCR I	Salary Change	MOU	Corrections MOU Effective 07/12/2025
5502	SHERIFF'S CORRECTIONAL OFCR II	Salary Change	MOU	Corrections MOU Effective 07/12/2025
5510	SHERIFF'S CORRECTIONAL SRGNT	Salary Change	MOU	Corrections MOU Effective 07/12/2025
2711	SHERIFF'S FISCAL TECHNICIAN	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5415	SHERIFF'S LIEUTENANT	Salary Change	184-2025	Effective 12/27/2025

JCN	Position Title	Action	Resolution/ MOU	Notes
2020	SHERIFF'S MORGUE TECHNICIAN	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5925	SHERIFF'S PROP/EVID TECH	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5928	SHERIFF'S PROP/EVID TECH SUPV	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3804	SHERIFF'S PUB SAFETY DISP MGR	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
2706	SHERIFF'S RECORDS SUPERVISOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2707	SHERIFF'S RECORDS/PROPERTY MGR	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
5513	SHERIFF'S SECURITY OFFICER I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5514	SHERIFF'S SECURITY OFFICER II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5410	SHERIFF'S SERGEANT	Salary Change	184-2025	Effective 12/27/2025
2708	SHERIFF'S SUPPORT SERVICES MGR	Abolished Class	055-2025	Effective 05/17/2025
2716	SHERIFF'S TECHNICIAN I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2717	SHERIFF'S TECHNICIAN II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3178	SHERIFF'S TECHNOLOGY MANAGER	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
2709	SHERIFF'S TRAINING COORDINATOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7208	SOCIAL SERVICE AIDE	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7207	SOCIAL WORK CLINICIAN A	Abolished Class	055-2025	Effective 05/17/2025
7206	SOCIAL WORK CLINICIAN B	Abolished Class	055-2025	Effective 05/17/2025

JCN	Position Title	Action	Resolution/ MOU	Notes
7201	SOCIAL WORKER I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7202	SOCIAL WORKER II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7203	SOCIAL WORKER III	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7205	SOCIAL WORKER IV	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7211	SOCIAL WORKER SUPERVISOR I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7212	SOCIAL WORKER SUPERVISOR II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5608	SPECIAL INVESTIGATOR (D.A.)	Abolished Class	023-2025	Effective 02/22/2025
5630	SPECIAL INVESTIGATOR I (D.A.)	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5631	SPECIAL INVESTIGATOR II (D.A.)	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3303	SR. ACCOUNTANT	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
1308	SR. ADMINISTRATIVE ANALYST	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4129	SR. AIR QUALITY ENGINEER	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4643	SR. AIR QUALITY SPECIALIST	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4303	SR. APPRAISER	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2603	SR. ASSESSMENT TECHNICIAN	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5212	SR. ATTORNEY	New Classification	036-2025	Effective 04/05/2025
4312	SR. AUDITOR/APPRAISER	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025

JCN	Position Title	Action	Resolution/ MOU	Notes
4504	SR. BUILDING INSPECTOR	Abolished Class	055-2025	Effective 05/17/2025
3403	SR. BUYER	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4719	SR. CADD TECHNICIAN	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5604	SR. CHILD SUPPORT INVESTIGATOR	Abolished Class	055-2025	Effective 05/17/2025
4107	SR. CIVIL ENGINEER	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5503	SR. CORRECTIONAL OFFICER	Abolished Class	055-2025	Effective 05/17/2025
4610	SR. DEFENSIBLE SPACE INSPECTOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3173	SR. DEPARTMENT SYSTEMS ANALYST	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4703	SR. DEVELOPMENT AIDE	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4711	SR. DEVELOPMENT TECHNICIAN	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2609	SR. ELECTIONS TECHNICIAN	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4718	SR. ENGINEERING TECHNICIAN	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2204	SR. FISCAL ASSISTANT	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3183	SR. GIS ANALYST	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3144	SR. IT ANALYST - OPERATING SYS	Abolished Class	055-2025	Effective 05/17/2025
3146	SR. IT ANALYST - TELECOMM	Abolished Class	055-2025	Effective 05/17/2025
3154	SR. IT ANALYST	Abolished Class	055-2025	Effective 05/17/2025
3177	SR. IT DEPARTMENT COORDINATOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3163	SR. IT TECHNICIAN	Abolished Class	055-2025	Effective 05/17/2025
2413	SR. LEGAL OFFICE ASSISTANT	Abolished Class	055-2025	Effective 05/17/2025

JCN	Position Title	Action	Resolution/ MOU	Notes
2403	SR. LEGAL SECRETARY	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7605	SR. LIBRARY ASSISTANT	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2503	SR. MEDICAL OFFICE ASSISTANT	Abolished Class	055-2025	Effective 05/17/2025
7817	SR. NUTRITIONIST	Abolished Class	055-2025	Effective 05/17/2025
2104	SR. OFFICE ASSISTANT	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5117	SR. PARALEGAL	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4203	SR. PLANNER	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5926	SR. PROPERTY EVIDENCE TECHNICIAN	Abolished Class	055-2025	Effective 05/17/2025
2613	SR. RECORDER DOCUMENT EXAM/IND	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3703	SR. REVENUE RECOVERY OFFICER	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2718	SR. SHERIFF'S TECHNICIAN	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4112	SR. TRAFFIC ENGINEER	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4634	SR. VECTOR CONTROL TECHNICIAN	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7402	SR. VETERANS SERVICE REP	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5918	SR. VICTIM/WITNESS PROG SPEC	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3505	STOREKEEPER/COURIER	Salary Change	183-2025	Effective 12/27/2025
4116	STORM WATER PROGRAM COORD	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
6961	STUDENT INTERN - EH	Salary Change	183-2025	Effective 12/27/2025

JCN	Position Title	Action	Resolution/ MOU	Notes
6963	STUDENT INTERN GRAD/LAW - EH	Salary Change	183-2025	Effective 12/27/2025
6964	STUDENT INTERN POST DOC - EH	Salary Change	183-2025	Effective 12/27/2025
6962	STUDENT INTERN UNDERGRAD - EH	Salary Change	183-2025	Effective 12/27/2025
3306	SUPV ACCOUNTANT/AUDITOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4304	SUPV APPRAISER	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2604	SUPV ASSESSMENT TECHNICIAN	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4314	SUPV AUDITOR/APPRAISER	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4722	SUPV CADASTRAL DRAFTER	Abolished Class	055-2025	Effective 05/17/2025
4106	SUPV CIVIL ENGINEER	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
5308	SUPV DEPUTY PUBLIC DEFENDER	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
4712	SUPV DEVELOPMENT TECHNICIAN	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
8505	SUPV HEALTH EDUCATION COORD	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5600	SUPV INVESTIGATOR (D. A.)	Salary Change	184-2025	Effective 12/27/2025
5614	SUPV INVESTIGATOR (P.D.)	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3165	SUPV IT TECHNICIAN	Abolished Class	055-2025	Effective 05/17/2025
7611	SUPV LIBRARY ASSISTANT	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
8633	SUPV MENTAL HEALTH WORKER	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
8412	SUPV OCCUP'L/PHYS THERAPIST	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3704	SUPV REVENUE RECOVERY OFCR	Abolished Class	055-2025	Effective 05/17/2025

JCN	Position Title	Action	Resolution/ MOU	Notes
7806	SUPV STAFF SERVICES ANALYST	Abolished Class	055-2025	Effective 05/17/2025
4619	SUPV WASTE SPECIALIST	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4731	SURVEY TECHNICIAN I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4732	SURVEY TECHNICIAN II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4617	SUSTAINABILITY COORDINATOR	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7109	SYSTEM SUPPORT ANALYST	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
2133	SYSTEM SUPPORT ASSISTANT	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3131	SYSTEMS SUPPORT SPECIALIST I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3132	SYSTEMS SUPPORT SPECIALIST II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3168	TELECOMMUNICATIONS TECH I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
3169	TELECOMMUNICATIONS TECH II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4113	TRAFFIC ENGINEER	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4117	TRAFFIC OPERATIONS TECH	Abolished Class	055-2025	Effective 05/17/2025
6137	TRAFFIC SUPERINTENDENT	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
4100	TRANSPORTATION ENGINEER	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7116	TRANSPORTATION OFFICER - EH	Abolished Class	055-2025	Effective 05/17/2025
4114	TRANSPORTATION PLANNER	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025

JCN	Position Title	Action	Resolution/ MOU	Notes
1320	TRANSPORTATION TRNG/SAFE TECH	Abolished Class	055-2025	Effective 05/17/2025
0314	TREASURY INVESTMENT ANALYST	Salary Change	MOU	Manager's Association MOU, Effective 04/05/2025
		Salary Change	MOU	Manager's Association MOU, Effective 07/12/2025
0271	UNDERSHERIFF	Salary Change	184-2025	Effective 12/27/2025
4633	VECTOR CONTROL SUPERVISOR	Abolished Class	055-2025	Effective 05/17/2025
4631	VECTOR CONTROL TECHNICIAN I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
4632	VECTOR CONTROL TECHNICIAN II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
1267	VETERANS SERVICE OFFICER	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7403	VETERANS SERVICES REP I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
7404	VETERANS SERVICES REP II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5912	VICTIM WITNESS PROG COORD	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5916	VICTIM/WITNESS PROG SPEC I	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5917	VICTIM/WITNESS PROG SPEC II	Salary Change	MOU	Local 1 MOU, Effective 04/19/2025
		Salary Change	MOU	Local 1 MOU, Effective 07/12/2025
5920	WORK PROGRAM OFFICER	Abolished Class	055-2025	Effective 05/17/2025
5922	WORK PROGRAM SUPV	Abolished Class	055-2025	Effective 05/17/2025

RESOLUTION NO. 007-2025

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 602 of the County of El Dorado Personnel Rules Resolution #166-2022 applicable to represented employees, and Section 401 of the El Dorado County Salary and Benefits Resolution #200-2024 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.

WHEREAS, in accordance with Section 501 of the County of El Dorado Personnel Rules Resolution #166-2022 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

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 below, and amends the Salary Schedule and the Authorized Personnel Allocation Resolution #105-2024, as set forth below, effective the first pay period following adoption.

Classification Retitle		
Job Class. No.	**Former Classification Title**	**New Classification Title**
8501	Health Educator	Health Education Coordinator

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, 2025, by the following vote of said Board:

Ayes: Ferrero, Turnboo, Veerkamp, Parlin, Laine

Noes: None

Absent : None

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

_____
Chair, Board of Supervisors
George Turnboo

RESOLUTION NO. 021-2025

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 602 of the County of El Dorado Personnel Rules Resolution #166-2022 applicable to represented employees, and Section 401 of the El Dorado County Salary and Benefits Resolution #200-2024 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.

WHEREAS, in accordance with Section 501 of the County of El Dorado Personnel Rules Resolution # 166-2022 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

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 classifications and abolishment of classifications as set forth below, and amends the Salary Schedule and the Authorized Personnel Allocation Resolution #105-2024, as set forth below, effective the first pay period following adoption.

New Classifications			
Job Class No.	Class Title	Bargaining Unit	Salary Range
4127	Air Quality Engineer I	PL	$38.03 - $46.23 $6,591.87 - $8,013.20
4128	Air Quality Engineer II	PL	$41.83 - $50.85 $7,250.53 - $8,814.00

Allocation Change						
Department	Job Class No.	Class Title	Departmental Total Positions			
			Allocated	Filled	Proposed	New Allocation
Air Quality Management District	4109	Air Quality Engineer	2.0	1.0*	-2.0	0.0

Air Quality Management District	4127/4128	Air Quality Engineer I/II	0.0	0.0	+2.0	2.0

*Incumbent is being laterally reclassified to Air Quality Engineer II

Abolish Classification	
Job Class No.	Class Title
4109	Air Quality Engineer

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 February, 2025, by the following vote of said Board:

Ayes: Turnboo, Laine, Parlin, Ferrero, Veerkamp

Noes: None

Absent: None

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

_____
George Turnboo, Chair, Board of Supervisors

RESOLUTION NO. 023-2025

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 602 of the County of El Dorado Personnel Rules Resolution #166-2022 applicable to represented employees, and Section 401 of the El Dorado County Salary and Benefits Resolution #200-2024 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.

WHEREAS, in accordance with Section 501 of the County of El Dorado Personnel Rules Resolution # 166-2022 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

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 classifications and abolishment of classifications as set forth below, and amends the Salary Schedule and the Authorized Personnel Allocation Resolution #105-2024, as set forth below, effective the first pay period following adoption.

New Classifications			
Job Class No.	Class Title	Bargaining Unit	Salary Range
0157	Chief of Innovation and Technology Transparency	UM	$79.11 - $96.16 $13,712.40 - $16,667.73
5615	Investigative Assistant I	GE	$24.19 - $29.40 $4,192.93 - $5,096.00
5616	Investigative Assistant II	GE	$26.61 - $32.36 $4,612.40 -$5,609.07
5630	Special Investigator I (District Attorney)	GE	$39.12 - $47.56 $6,780.80 -$8,243.73
5631	Special Investigator II (District Attorney)	GE	$43.03 - $52.30 $7,458.53 - $9,065.33

Classification Retitle		
Job Class. No.	**Former Classification Title**	**New Classification Title**
5599	Assistant Chief Investigator (District Attorney)	Lieutenant (District Attorney)

Allocation Change						
Department	Job Class No.	Class Title	Departmental Total Positions			
			Allocated	Filled	Proposed	New Allocation
District Attorney	5607	Investigative Assistant	4.0	4.0*	-4.0	0.0
District Attorney	5615/5616	Investigative Assistant I/II	0.0	0.0	+4.0	4.0
Public Defender	5607	Investigative Assistant	1.0	1.0*	-1.0	0.0
Public Defender	5615/5616	Investigative Assistant I/II	0.0	0.0	+1.0	1.0

*Incumbents are being laterally reclassified to Investigative Assistant II

Abolish Classification	
Job Class No.	Class Title
5607	Investigative Assistant
5608	Special Investigator (District Attorney Non-Sworn)

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 February, 2025, by the following vote of said Board:

Ayes: Turnboo, Laine, Parlin, Ferrero, Veerkamp

Noes: None

Absent : None

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

George Turnboo, Chair, Board of Supervisors

RESOLUTION NO. 036-2025

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, representatives of the County of El Dorado (County) and representatives of the El Dorado County Criminal Attorneys' Association (Association), representing the Criminal Attorney (CA) bargaining unit, (collectively, the Parties) 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 CA bargaining unit; and

WHEREAS, the members of the Association have elected and voted to dissolve the El Dorado County Criminal Attorneys' Association and all existing bargaining rights created under the Memorandum of Understanding between the County and the Association ratified pursuant to Resolution No. 026-2022; and

WHEREAS, the members of the Association have elected and voted to convert their status from Represented Employees to Unrepresented Employees, and that employees in the current CA bargaining unit shall be subject to the terms and conditions of the Salary and Benefits Resolution for Unrepresented Employees adopted concurrently herewith, replacing Resolution No. 200-2024, and shall be considered Administrative Management employees under such Salary and Benefits Resolution; and

WHEREAS, in accordance with Section 602 of the County of El Dorado Personnel Rules Resolution No. 166-2022 (Personnel Rules, or Resolution No. 166-2022) applicable to represented and unrepresented employees, and Section 401 of the El Dorado County Salary and Benefits Resolution 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 501 of the Personnel Rules, at the recommendation of the Department of Human Resources, 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 Personnel Rules, and Section 601 of the El Dorado County Salary and Benefits Resolution, the Board of Supervisors shall by Resolution establish the salary for all authorized positions within the County; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of El Dorado does hereby adopt the new classifications and abolishment of classifications, adopts the bargaining unit for the classifications, and amends the Salary Schedule and the Authorized Personnel Allocation Resolution No. 105-2024, as set forth below, effective the first full pay period following adoption.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of El Dorado approves, adopts, and authorizes the Chair to sign this Resolution, dissolving the Criminal Attorney bargaining unit and reclassifying incumbent employees into the new classifications subject to the Salary and Benefits Resolution for Unrepresented Employees adopted concurrently herewith.

BE IT FURTHER RESOLVED, that, notwithstanding any contrary provision of Resolution No. 166-2022, the Board of Supervisors of the County of El Dorado does hereby authorize a variance to Personnel Rule 507, Status of Employees in Reclassified Positions. Effective the first full pay period following adoption, all incumbent employees in level I and II classifications within the current CA bargaining unit shall be reclassified to the new Associate Attorney classification and all incumbent employees in level III and IV classifications within the current CA bargaining unit shall be reclassified to the new Deputy Attorney classification. Such incumbent employees reclassified pursuant to this Resolution shall not otherwise be subject to the conditions of eligibility prescribed in Personnel Rule 507.

BE IT FURTHER RESOLVED, that, notwithstanding any contrary provision of Resolution No. 166-2022, the Board of Supervisors of the County of El Dorado does hereby authorize a variance to Personnel Rule 608, Salary on Promotion. Effective the first full pay period following adoption, all reclassified employees in classifications within the current CA bargaining unit shall receive the salary step prescribed under Rule 608, and the employee's next anniversary date shall be changed to a date thirteen (13) full biweekly pay periods later than the anniversary date prescribed immediately preceding the date of reclassification, with such date serving as the employee's new anniversary date for the purposes of further annual performance evaluations and increases within the salary range for subsequent years unless otherwise changed under the provisions of the Personnel Rules or Salary and Benefits Resolution for Unrepresented Employees. This shall not serve to extend the probationary period, which shall remain unchanged from the date prescribed prior to the date of reclassification, or impact performance evaluations for probationary employees.

BE IT FURTHER RESOLVED, that, notwithstanding any contrary provision of Resolution No. 166-2022, the Board of Supervisors of the County of El Dorado does hereby authorize a variance to Personnel Rule 505, Underfill or Overfull of Full/Part Time Positions. Effective the first full pay period following adoption, for those employees reclassified to positions in the District Attorney's Office, Public Defender's Office, and Alternate Public Defender's Office pursuant to this Resolution, an appointment to underfill or overfill a position may last for a period of up to two (2) years unless an extension is approved by the Board of Supervisors prior to the expiration of two (2) years from the effective date of this Resolution upon recommendation by the Chief Administrative Officer.

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

New Classifications			
Job Class No.	**Bargaining Unit**	**Classification Title**	**Salary Range**
5210	UM	Associate Attorney	$58.58 - $71.20 $10,153.87 - $12,341.33
5211	UM	Deputy Attorney	$71.46 - $86.86 $12,386.40 - $15,055.73
5212	UM	Sr. Attorney	$80.28 - $97.58 $13,915.20 - $16,913.87

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Allocation Changes						
Department	Job Class No.	Class Title	Departmental Total Positions			
			Allocated	Filled	Proposed	New Allocation
Child Support Services	5001/5002/5003/5004	Child Support Attorney I-IV	2.0	2.0*	-2.0	0.0
Child Support Services	5211	Deputy Attorney	0.0	0.0	+2.0	2.0
District Attorney	5201/5202/5203/5204	Deputy District Attorney I-IV	21.0	20.0*	-21.0	0.0
District Attorney	5201/5202/5203/5204	Deputy District Attorney I-IV - Limited Term	3.0	3.0*	-3.0	0.0
District Attorney	5211	Deputy Attorney	0.0	0.0	+12.0	12.0
District Attorney	5210	Associate Attorney	0.0	0.0	+1.0	1.0
District Attorney	5210	Associate Attorney – Limited Term	0.0	0.0	+3.0	3.0
District Attorney	5212	Sr. Attorney	0.0	0.0	+8.0	8.0
Health & Human Services Agency	5609/5610/5611	Senior Citizens' Attorney I/II/III	2.0	2.0*	-2.0	0.0
Health & Human Services Agency	5210	Associate Attorney	0.0	0.0	+1.0	1.0
Health & Human Services Agency	5211	Deputy Attorney	0.0	0.0	+1.0	1.0
Public Defender	5301/5302/5303/5304	Deputy Public Defender I-IV	12.0	10.0*	-12.0	0.0
Public Defender	5211	Deputy Attorney	0.0	0.0	+7.0	7.0
Public Defender	5212	Sr. Attorney	0.0	0.0	+5.0	5.0
Alternate Public Defender	5301/5302/5303/5304	Deputy Public Defender I-IV	3.0	3.0*	-3.0	0.0
Alternate Public Defender	5211	Deputy Attorney	0.0	0.0	+2.0	2.0
Alternate Public Defender	5212	Sr. Attorney	0.0	0.0	+1.0	1.0

*Incumbents of current classifications will be reclassified. All incumbent employees in level I and II classifications within the current CA bargaining unit shall be reclassified to the new Associate Attorney classification and all incumbent employees in level III and IV classifications within the current CA bargaining unit shall be reclassified to the new Deputy Attorney classification.

Abolish Classifications		
Job Class No.	**Classification Title**	**BU**
5001/5002/5003/5004	Child Support Attorney I-IV	CA
5201/5202/5203/5204	Deputy District Attorney I-IV	CA
5301/5302/5303/5304	Deputy Public Defender I-IV	CA
5609/5610/5611	Senior Citizens' Attorney I/II/III	CA

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 1st day of April, 2025, by the following vote of said Board:

Ayes: Turnboo, Laine, Parlin, Ferrero, Veerkamp

Noes: None
Absent : None

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

_____
George Turnboo, Chair, Board of Supervisors

RESOLUTION NO. 039-2025

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, representatives of the County of El Dorado and representatives of El Dorado County Managers' Association (Association), representing employees in the Management (MA) bargaining unit (collectively, the Parties) have met and negotiated in good faith since July 1, 2024; and

WHEREAS, said representatives have reached an agreement on a variety of terms and conditions of employment for employees in the MA bargaining unit to be incorporated as the successor Memorandum of Understanding (MOU) for the period covering July 1, 2024 through December 31, 2026; and

WHEREAS, members of the Association representing employees in the MA bargaining unit have held election(s) and voted to ratify the negotiated terms and conditions contained within the tentative agreement for the successor MOU; and,

WHEREAS, the previous MOU between the Parties expired June 30, 2024, and the Parties are now bringing the negotiated and fully executed successor MOU 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, 2024 through December 31, 2026.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 1st day of April, 2025, by the following vote of said Board:

Ayes: Turnboo, Laine, Parlin, Ferrero, Veerkamp

Noes: None

Absent : None

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

_____
George Turnboo, Chair Board of Supervisors

RESOLUTION NO. 044-2025

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 602 of the County of El Dorado Personnel Rules Resolution #166-2022 applicable to represented and unrepresented employees, and Section 401 of the El Dorado County Salary and Benefits Resolution #037-2025 applicable to unrepresented employees, the Board of Supervisors shall by Resolution establish the salary for all authorized positions within the County; and

WHEREAS, due to an administrative oversight, a miscalculation/rounding error of the set percentage between steps, the hourly salary range previously adopted for the classification of Investigative Assistant II was not accurately set in accordance with the intended compensation adjustments; and

WHEREAS, it is necessary to correct the salary range to reflect the appropriate compensation for this classification;

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, retroactively effective February 22, 2025 through April 18, 2025.

Salary Changes				
Job Class. No.	**Bargaining Unit**	**Classification Title**	**Old Salary Range**	**New Salary Range**
5616	GE	Investigative Assistant II	$26.61 - $32.36 $4,612.40 -$5,609.07	$26.61 - $32.35 $4,612.40 -$5,607.33

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 April, 2025, by the following vote of said Board:

Ayes: Turnboo, Laine, Parlin, Ferrero, Veerkamp

Noes: None

Absent : None

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

_____
George Turnboo, Chair, Board of Supervisors

RESOLUTION NO. 055-2025

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 #166-2022 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, the classifications listed herein have no allocations tied to them and are not currently being used by 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 abolish the classifications as set forth below, effective upon adoption.

Abolish Classifications		
Job Class No.	**Classification Title**	**Bargaining Unit**
2215	ACCOUNT CLERK I	GE
2216	ACCOUNT CLERK II	GE
2217	ACCOUNT CLERK III	GE
2218	ACCOUNT CLERK SUPERVISOR	SU
1321	AIR QUALITY ADMINISTRATIVE ANALYST	PL
4321	ASSESSMENT STANDARDS SUPERVISOR	SU
5700	ASST SUPERINTENDENT - INST	SM
4305	BRANCH SUPERVISING APPRAISER	SU
6612	BUILDING OPERATIONS MANAGER	MA
3504	CENTRAL SERVICES SUPV	SU
7217	CHILD ABUSE PREVENTION CORD I	GE
7218	CHILD ABUSE PREVENTION CORD II	GE
7410	DEPUTY PUBLIC GUARDIAN ASSISTANT	GE
6205	EQUIPMENT MECHANIC HELPER	TC
2107	EXAMINATION PROCTOR - EH	EH
2112	EXECUTIVE SECRETARY	GE
7135	INFORMATION SYSTEMS SUPERVISOR	SU
3174	IT OFFICER	SU

3161	IT TECHNICIAN I	GE
3162	IT TECHNICIAN II	GE
3166	IT TECHNICIAN TRAINEE	GE
2425	LEGAL OFFICE SUPV	SU
2504	MEDICAL OFFICE SERVICES SUPV	SU
2516	MENTAL HEALTH FISCAL/REC ASST	GE
8111	MENTAL HEALTH NURSE PRACTITIONER	PL
2106	OFFICE TECHNICIAN	GE
4207	PARKS PROJECT COORDINATOR	PL
3511	PARTS TECHNICIAN	TC
3155	PRINCIPAL INFO TECH ANALYST	SU
8213	PSYCHIATRIC CASE MGR	GE
8121	PSYCHIATRIC NURSING SUPV	SU
5739	PUBLIC HLTH CLINICIAN BOARD CERTIFIED	EH
4606	PUBLIC INFORMATION SPECIALIST	PL
2115	PUBLIC SERVICES ASSISTANT	GE
4626	RIVER RECREATION SUPERVISOR	GE
2105	SCREENER	GE
2110	SECRETARY	GE
2708	SHERIFF'S SUPPORT SERVICES MGR	MA
7207	SOCIAL WORK CLINICIAN A	PL
7206	SOCIAL WORK CLINICIAN B	PL
4504	SR. BUILDING INSPECTOR	TC
5604	SR. CHILD SUPPORT INVESTIGATOR	GE
5503	SR. CORRECTIONAL OFFICER	CR
3144	SR. IT ANALYST - OPERATING SYS	PL
3146	SR. IT ANALYST - TELECOMM	PL
3154	SR. IT ANALYST	PL
3163	SR. IT TECHNICIAN	GE
2413	SR. LEGAL OFFICE ASSISTANT	GE
2503	SR. MEDICAL OFFICE ASSISTANT	GE
7817	SR. NUTRITIONIST	PL
5926	SR. PROPERTY EVIDENCE TECHNICIAN	GE
4722	SUPV CADASTRAL DRAFTER	SU
3165	SUPV IT TECHNICIAN	SU
3704	SUPV REVENUE RECOVERY OFCR	SU
7806	SUPV STAFF SERVICES ANALYST	SU
4117	TRAFFIC OPERATIONS TECH	TC
7116	TRANSPORTATION OFFICER - EH	EH
1320	TRANSPORTATION TRNG/SAFE TECH	GE
4633	VECTOR CONTROL SUPERVISOR	SU

5920	WORK PROGRAM OFFICER	GE
5922	WORK PROGRAM SUPV	SU

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 May, 2025, by the following vote of said Board:

Ayes: ~~Turnboo, Laine, Parlin~~, Ferrero, Veerkamp

Noes: None

Absent : None

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

~~George Turnboo~~, Chair, Board of Supervisors

RESOLUTION NO. 103-2025

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 602 of the County of El Dorado Personnel Rules Resolution #166-2022 applicable to represented employees, and Section 401 of the El Dorado County Salary and Benefits Resolution #037-2025 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 ranges for the classifications as set forth herein, and amends the Salary Schedule and the Authorized Personnel Allocation Resolution #074-2025, as set forth below, effective the first pay period following adoption.

Salary Changes				
Job Class. No.	**Bargaining Unit**	**Classification Title**	**Old Salary Range**	**New Salary Range**
0265	UM	Assistant Director of Transportation	$82.25 - $99.97 $14,256.67 - $17,328.13	$88.42 - $107.47 $15,326.13 - $18,628.13

Allocation Change						
Department	**Job Class No.**	**Classification Title**	**Departmental Total Positions**			
			Allocated	**Filled**	**Proposed**	**New Allocation**
Transportation	7121	Program Manager	0.0	0.0	+1.0	1.0
Transportation	4107	Sr. Civil Engineer	11.0	9.0	-1.0	10.0

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 July 2025, by the following vote of said Board:

Ayes: Turnboo, Laine, Parlin, Ferrero, Veerkamp
Noes: None
Absent: None

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schauffenberg
Deputy Clerk

George Turnboo, Chair, Board of Supervisors

RESOLUTION NO. 107-2025

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 602 of the County of El Dorado Personnel Rules Resolution #166-2022 applicable to represented employees, and Section 401 of the El Dorado County Salary and Benefits Resolution #037-2025 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.

WHEREAS, in accordance with Section 501 of the County of El Dorado Personnel Rules Resolution #166-2022 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 Personnel Rule 225 and consistent with the reasoning outlined in Arbitrator Case No. 58100-U-A, the Records Technician classification has been designated to the Confidential bargaining unit based on duties that involve regular access to confidential information typically available to management personnel, including information used in the development and administration of personnel policies and other confidential administrative matters.

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 classifications as set forth below, and amends the Salary Schedule and the Authorized Personnel Allocation Resolution #074-2025, as set forth below, effective the first pay period following adoption.

New Classification			
Job Class No.	**Bargaining Unit**	**Classification Title**	**Salary Range**
3904	CO	Records Technician	$23.27 - $28.29 $4,033.47 - $4,903.60

Allocation Change						
Department	Job Class No.	Class Title	Departmental Total Positions			
			Allocated	Filled	Proposed	New Allocation
Board of Supervisors	3904	Records Technician	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 29th day of July, 2025, by the following vote of said Board:

Ayes: Turnboo, Laine, Parlin, Ferrero, Veerkamp

Noes: None

Absent : None

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

George Turnboo, Chair, Board of Supervisors

RESOLUTION NO. 111-2025

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 602 of the County of El Dorado Personnel Rules Resolution #166-2022 applicable to represented employees, and Section 401 of the El Dorado County Salary and Benefits Resolution #037-2025 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.

WHEREAS, in accordance with Section 501 of the County of El Dorado Personnel Rules Resolution #166-2022 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, the Board's response to the 2024-25 Grand Jury Report concurred that consolidating technology leadership under a Chief Information Officer would enhance county-wide coordination while maintaining the strengths of the existing Information Technologies Department; and

WHEREAS, the Director of Information Technologies position is currently filled on an interim basis, and the Board intends that this interim assignment conclude, returning the incumbent to their permanent classification, once the Chief Information Officer is appointed.

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 classifications as set forth below, and amends the Salary Schedule and the Authorized Personnel Allocation Resolution #074-2025, as set forth below, effective the first pay period following adoption.

New Classification			
Job Class No.	**Bargaining Unit**	**Classification Title**	**Salary Range**
0205	UD	Chief Information Officer	$84.06 - $102.17 $14,570.40 - $17,709.47

Allocation Change						
Department	Job Class No.	Class Title	Departmental Total Positions			
			Allocated	Filled	Proposed	New Allocation
Information Technologies	0205	Chief Information Officer	0.0	0.0	+1.0	1.0
Information Technologies	0206	Director of Information Technologies	1.0	0.0*	-1.0	0.0

*Currently filled by interim assignment; allocation and interim assignment will be deleted once the CIO is appointed.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 12th day of August, 2025, by the following vote of said Board:

Ayes: Turnboo, Laine, Parlin, Ferrero, Veerkamp

Noes: None

Absent : None

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

_____
George Turnboo, Chair, Board of Supervisors

RESOLUTION NO. 114-2025

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 602 of the County of El Dorado Personnel Rules Resolution #166-2022 applicable to represented employees, and Section 401 of the El Dorado County Salary and Benefits Resolution #014-2023 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.

WHEREAS, County of El Dorado Employer-Employee Relations Resolution 111-2019 Sections 1.03 (c) and 2.07 (h) define "Confidential Employee" and allow departments to assign Confidential status to certain positions; 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, an Administrative Technician in position number 3221 is currently performing duties that qualify the position as "Confidential"; and

WHEREAS, an Administrative Technician classification within the Department of Child Support Services may provide assistance on projects that are highly confidential and which impact the County's administration of employer-employee relations; and

WHEREAS, no other employees within the Department of Child Support Services are currently performing duties that are consistent with the above-mentioned criteria;

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
Child Support	1305	Administrative Technician	3221	GE	CO

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 August, 2025, by the following vote of said Board:

Ayes: Turnboo, Laine, Parlin, Ferrero, Veerkamp

Noes: None

Absent : None

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

_____
George Turnboo, Chair, Board of Supervisors

RESOLUTION NO. 117-2025

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, in accordance with Section 602 of the County of El Dorado Personnel Rules Resolution #166-2022 applicable to represented employees, and Section 401 of the El Dorado County Salary and Benefits Resolution #037-2025 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 amend the Authorized Personnel Allocation Resolution #074-2025, as set forth below, effective the first pay period following adoption.

Allocation Change						
Department/Office	Job Class No.	Class Title	Departmental Total Positions			
			Allocated	Filled	Proposed	New Allocation
Surveyor	4115	Assistant in Land Surveying	2.0	2.0	-1.0*	1.0
Surveyor	4110	Associate Land Surveyor	0.0	0.0	+1.0	1.0

*Incumbent in position #3919 reclassified to Associate Land Surveyor

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 26th day of August, 2025, by the following vote of said Board:

Ayes: Turnboo, Laine, Parlin, Ferrero, Veerkamp

Noes: None

Absent : None

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

_____
George Turnboo, Chair, Board of Supervisors

RESOLUTION NO. **183-2025**

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 #166-2022 applicable to represented and unrepresented employees, and Section 6.601 of the El Dorado County Salary and Benefits Resolution #037-2025 applicable to unrepresented employees, the Board of Supervisors shall by Resolution establish the salary for all authorized positions within the County; and

WHEREAS, affected hourly base salaries are herein being increased to the new 2026 California minimum wage amount of $16.90 per hour.

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, 2026.

Salary Changes				
Job Class. No.	**Bargaining Unit**	**Classification Title**	**Old Salary Range**	**New Salary Range**
2610	EH	Elections Worker – EH	$16.50 - $20.06	$16.90 - $20.54
4075	EH	General Trainee – EH	$16.50 - $20.06	$16.90 - $20.54
6220	EH	Park Operations Assistant	$16.50 - $20.06	$16.90 - $20.54
3195	EH	River Instructor – EH	$16.50 - $20.06	$16.90 - $20.54
6961	EH	Student Intern – EH	$16.50 - $20.06	$16.90 - $20.54
6963	EH	Student Intern Grad/Law – EH	$16.50 - $20.06	$16.90 - $20.54
6964	EH	Student Intern Post Doc – EH	$16.50 - $20.06	$16.90 - $20.54
6962	EH	Student Intern Undergrad – EH	$16.50 - $20.06	$16.90 - $20.54
3505	TC	Storekeeper/Courier	$16.71 - $20.31 $2,896.40 - $3520.40	$16.90 - $20.54 $2,929.33 - $3,560.27

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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 9th day of December, 2025, by the following vote of said Board:

Ayes: Turnboo, Laine, Parlin, Ferrero, Veerkamp
Noes: None
Absent : None

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

_____
George Turnboo, Chair, Board of Supervisors

RESOLUTION NO. **184-2025**

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 #166-2022 applicable to represented and unrepresented employees, and Section 6.601 of the El Dorado County Salary and Benefits Resolution #037-2025 applicable to unrepresented employees, the Board of Supervisors shall by Resolution establish the salary for all authorized positions within the County; and

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.

WHEREAS, the Assistant Chief Investigator (District Attorney), now titled Lieutenant (District Attorney), has an internal salary relationship with the class of Sheriff's Lieutenant per El Dorado County Law Enforcement Management Association Memorandum of Understanding, Article 4, Section 1B.

WHEREAS, the Sheriff/Coroner/Public Administrator has an internal salary relationship with the class of Undersheriff per Salary and Benefits Resolution for Unrepresented Employees, Section 6. 602.

WHEREAS, the District Attorney has an internal salary relationship with the class of Sheriff/Coroner/Public Administrator per Salary and Benefits Resolution for Unrepresented Employees, Section 6. 602.

WHEREAS, the Public Defender has an internal salary relationship with the class of District Attorney per Salary and Benefits Resolution for Unrepresented Employees, Section 6. 602.

WHEREAS, the Alternate Public Defender has an internal salary relationship with the class of Public Defender per Salary and Benefits Resolution for Unrepresented Employees, Section 6. 602.

WHEREAS, the Chief Administrative Officer has an internal salary relationship with the class of Sheriff/Coroner/Public Administrator per Salary and Benefits Resolution for Unrepresented Employees, Section 6. 602.

WHEREAS, the County Counsel has an internal salary relationship with the class of Sheriff/Coroner/Public Administrator per Salary and Benefits Resolution for Unrepresented Employees, Section 6. 602.

WHEREAS, the Chief Probation Officer has an internal salary relationship with the class of Sheriff/Coroner/Public Administrator per Salary and Benefits Resolution for Unrepresented Employees, Section 6. 602.

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 and shall amend the Salary Schedule accordingly, effective the pay period which contains January 1, 2026.

Job Class No.	Bargaining Unit	Classification	Old Salary Range	New Salary Range
1257	UD	Alternate Public Defender	$95.52 - $116.11 $16,556.80 - $20,125.73	$98.50 - $119.73 $17,073.33 - $20,753.20
1226	UD	Chief Administrative Officer	$122.67 - $149.10 $21,262.80 - $25,844.00	$126.50 - $153.76 $21,926.67 - $26,651.73
5601	SM	Chief Investigator (District Attorney)	$86.35 - $104.96 $14,967.33 - $18,193.07	$89.04 - $108.23 $15,433.60 - $18,759.87
1256	UD	Chief Probation Officer	$86.74 - $105.43 $15,034.93 - $18,274.53	$89.45 - $108.72 $15,504.67 - $18,844.80
1231	UD	County Counsel	$119.47 - $145.22 $20,708.13 - $25171.47	$123.20 - $149.75 $21,354.67 - $25,956.67
5401	SA	Deputy Sheriff I	$42.24 - $51.35 $7,321.60 - $8,900.67	$43.56 - $52.95 $7,550.40 - $9,178.00
5402	SA	Deputy Sheriff II	$44.27 - $53.81 $7,673.47 - $9,327.07	$45.65 - $55.49 $7,912.67 - $9,618.27
1121	EL	District Attorney	$143.79 $24,923.60	$148.28 $25,701.87
5603	SA	Investigator (District Attorney)	$54.74 - $66.53 $9,488.27 - $11,531.87	$56.45 - $68.61 $9,784.67 - $11,892.40
5599	SM	Lieutenant (District Attorney)	$74.06 - $90.02 12,837.07 - 15,603.47	$76.37 - $92.83 $13,237.47 - $16,090.53
1261	UD	Public Defender	$100.54 - $122.21 $17,426.93 - $21,183.07	$103.68 - $126.02 $17,971.20 - $21,843.47
1126	EL	Sheriff/Coroner/Public Admin	$143.79 $24,923.60	$148.28 $25,701.87
5420	SM	Sheriff's Captain	$86.35 - $104.96 $14,967.33 - $18,193.07	$89.04 - $108.23 $15,433.60 - $18,759.87
5415	SM	Sheriff's Lieutenant	$74.06 - $90.02 $12,837.07 - $15,603.47	$76.37 - $92.83 $13,237.47 - $16,090.53
5410	SA	Sheriff's Sergeant	$54.74 - $66.53 $9,488.27 - $11,531.87	$56.45 - $68.61 $9,784.67 - $11,892.40
5600	SA	Supervising Investigator (District Attorney)	$60.92 - $74.05 $10,559.47 - $12,835.33	$62.82 - $76.36 $10,888.80 - $13,235.73
0271	UD	Undersheriff	$97.79 - $118.87 $16,950.27 - $20,604.13	$100.84 - $122.57 $17,478.93 - $21,245.47

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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 9th day of December, 2025, by the following vote of said Board:

Ayes: Turnboo, Laine, Parlin, Ferrero, Veerkamp
Noes: None
Absent : None

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

George Turnboo, Chair, Board of Supervisors

Letter of Agreement
Between the County of El Dorado
and the
Operating Engineers Local Union No. 3
Representing Employees in the
Corrections Bargaining Unit

Whereas, the Operating Engineers Local Union No. 3 (Union) represents employees in the Corrections (CR) bargaining unit, and

Whereas, the County of El Dorado (County) and Union (collectively "the Parties") have a Memorandum of Understanding (MOU) governing the terms and conditions of employment between the County and employees in the CR bargaining unit, and

Whereas, the Parties have met and conferred in good faith regarding the establishment of a corrections Canine Officer Program within the Sheriff's Office, and

It is therefore agreed by the Parties that, effective the first full pay period following approval of this agreement by the Board of Supervisors:

Canine Officer Program

A. Employees available and assigned by the appointing authority to the Canine Officer Program shall receive seventy dollars ($70) per pay period. In addition, such employees shall receive three and one-half (3.5) on-duty hours per week for the regular and consistent board, training, and maintenance of the dog. For purposes of the Canine Officer Program, when assigned to this program, the employee agrees to a forty-three and one-half (43.5) hour work week.

   The County shall pay such employees only when assigned to this program, and only when an eligible employee has actual hours worked during the pay period for which the payment is to be made. Notwithstanding, an employee who is on a voluntary leave of absence (i.e. vacation, CTO, sick leave, medical leave to care for someone other than the employee, etc.) for the duration of a pay period, who maintains responsibility for the regular and consistent board, training, and maintenance of the dog shall code the 3.5 on-duty work hours. An employee who is medically placed off-work due to the employee's own, non-industrial, catastrophic illness or serious medical condition for the duration of a pay period, shall not be considered assigned to this program for that pay period and shall not receive any work time or compensation under this program.

B. The County shall pay, on a claim basis, incurred expenses, for the dogs, directly to the appropriate providers.

C. This program shall be limited to two (2) Canine Officer Dog Handlers.

D. Required qualifications and assignment as a Canine Officer Dog Handler shall be made

at the sole discretion of the appointing authority. The duties and responsibilities of Canine Officer Dog Handler and the activities that constitute "dog handling" shall also be at the sole discretion of the appointing authority. When such assignment is terminated at the discretion of the appointing authority for non-disciplinary reasons, and the employee is no longer entitled to Canine Officer pay, such loss of Canine Officer pay shall not be considered a "punitive action" and is not subject to appeal or grievance.

FOR THE COUNTY

Joseph Carruesco
Director of Human Resources
Or Designee
Date: 7-28-25

FOR THE UNION

Shannon Starr
Business Representative
Or Designee
Date: 7/11/25

Board of Supervisors

Chair, Board of Supervisors
Date: 7/29/25

ATTEST: Kim Dawson
Clerk of the Board of Supervisor

By: Deputy Clerk
Date: 7/29/25

MEMORANDUM OF UNDERSTANDING
Between

The County of El Dorado
And

OPERATING ENGINEERS
LOCAL UNION NO. 3

CORRECTIONS UNIT

July 1, 2023 – June 30, 2026

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, 2023 – June 30, 2026. 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 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, duty-free meal (lunch) periods, and rest break periods.

A. Postings: 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.

B. Email: The Union may use the County email for Union business under the following conditions:

1. E-mails shall not be drafted during working hours (not including duty-free breaks and lunches);

2. The subject line of the e-mail shall read “Union Information”;

3. 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, including limitations on content specified in Section 2(A).

Such communications shall not interfere with the legitimate needs of the department or County.

Section 3. Use of County Buildings

County buildings and other facilities shall be made available for use of the 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, 2023 to June 30, 2026 MOU, the County will increase base wages of all classifications in this Unit by 15.02% in order to bring the benchmark position of Correctional Officer II and internally tied non-benchmark classifications to the median (+/- 1%) of the County's March 2023 comparable agency compensation survey.

Effective the first full pay period in July 2024, the County will increase base wages of all classifications in this Unit by 2.0%.

Effective the first full pay period in July 2025, the County will increase base wages of all classifications in this Unit by 2.0%.

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 two (2) years of resignation shall be eligible, with the approval of the appointing authority, to be reappointed at any step up to and including the salary step received prior to resignation. If the appointing authority wishes to rehire the employee at a step which exceeds the step paid at the time of resignation, approval shall be required consistent with the 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 consecutive four (4) hour period in a 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 period.

Rest periods (breaks) are defined as a period of time during a shift in which an employee is allowed to take time off from their job duties and use this time for their own rest purposes. If an employee's rest period is interrupted by a call to duty, requiring the employee to discontinue their rest period, the unused portion of the rest period may be continued at the earliest opportunity, provided however, 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. Rest periods are not cumulative and if not taken during the four (4) hour period are lost.

D. 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 the employee 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 probationary period 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 and continuous employment as a regular Correctional Officer with the County. If an employee resigns and is subsequently reemployed under provisions of Article 5, Section 3, Salary Status Upon Reemployment, such an employee shall receive credit towards seniority for the amount of prior service in effect at the time of resignation.

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, subject to the CTO accumulation maximum.

2. Employees may cash-out compensatory time-off at any time subject to the approval of the appointing authority.

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 FLSA work period when the purpose of such change is to avoid overtime compensation, unless agreed to by the employee in writing. An email may serve as written response.

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 periods.

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

In recognition of limited choices of health care plans, providers, and associated costs in the Tahoe Basin, eligible employees shall receive a total of one hundred-one dollars and fifty-three cents ($101.53) paid twenty-four (24) pay periods per year (the first two pay days of each month); part-time employees shall receive fifty dollars and seventy-six cents ($50.76) paid twenty-four (24) pay periods per year (the first two pay days of each month).

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 in the County's HR/Payroll system. 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. Geographic Differential

Employees who reside in the Tahoe Basin (defined as the Tahoe Regional Planning Agency jurisdiction boundary around Lake Tahoe) shall receive two hundred dollars ($200.00), paid twenty-four (24) pay periods per year (the first two pay days of each month); employees regularly scheduled to work twenty (20) hours or fewer per week (0.5 FTE or less) shall receive half of this amount. For purposes of determining eligibility, an employee's residence shall be as documented by the physical home address in the County's HR/Payroll system.

Section 7. 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 November 5, 2019, will not be eligible for longevity pay.

2. Employees who were hired prior to November 5, 2019, 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 November 5, 2019, 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 8. 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.

H. Employees who are given an acting pay assignment in a classification in another bargaining unit will continue to have all pay and benefits determined by this Agreement.

Section 9. 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 and twenty-five cents ($1.25) 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 one dollar ($1.00) 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 10. 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 11. 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.

In addition to the allowance prescribed above, eligible employees who newly enter this Unit for the first time on or after the date the Board of Supervisors adopts the July 1, 2023 to June 30, 2026 MOU shall receive a one-time five hundred dollar ($500) lump sum new-hire uniform allowance to offset the initial cost of uniforms. Employees may only receive this allowance one-time; employees who resign and are reemployed or otherwise leave and later return to this Unit shall not be eligible for the new-hire uniform allowance.

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

Uniform Item	Use Life
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

When an appointing authority designates in writing that an employee must utilize bilingual skill as a required component of the employee's job duties and necessary in the delivery of County services, an employee will be paid a bilingual differential of one dollar ($1.00) per hour for all hours in pay status, not to exceed eighty dollars ($80.00) per pay period.

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

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

A. Be certified by the Department of Human Resources as possessing the requisite skill in the foreign language (or American Sign Language) required in the assignment; and

B. Be authorized and required as a regular part of the assignment of duties to converse and/or write in a language other than English (including American Sign Language). In order to be eligible to receive such differential, an employee must demonstrate language proficiency acceptable to the appointing authority (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. 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 $40,000 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 (AD&D) coverage is included in this Plan.

The County has the non-appealable right to increase the group term life insurance plan

and AD&D coverage amounts for classifications covered by this MOU.

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->64	25% of Employer Contribution
32->40	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.)
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 observe December 26 as a holiday in Lieu of Christmas Eve (Tuesday). In years in which December 25 falls on a Saturday, the County shall observe December 23 as a holiday in Lieu of Christmas day (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. If an employee works a nonstandard 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.A. then their next regularly scheduled work day shall be observed as the holiday in lieu thereof.

2 . 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. 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. 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 or other employment time may not count toward the required continuous service for vacation benefits.

3. At the time of termination an employee shall be paid off for all unused accumulated vacation hours.

Section 3. Sick Leave

A. Accrual

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

B. Eligibility

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.

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 El 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

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

Section 2. Procedure for Permanent Layoffs

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

A. The 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/Limited Term,
(2) Probationary employees serving an initial probationary period,
(3) Regular (civil service status) part-time and full-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 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 employee’s FTE.

Less than a full month of service shall be prorated proportionate to the number of days employed to the number of days in the month. It does not include service prior to employment, interruptions caused by resignation, dismissal, or transfer; 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. A full-time employee who receives an involuntary demotion as a disciplinary action will have twelve (12) points deducted from that employee's retention points.
2. A full-time employee who receives a suspension will have one (1) point per day of suspension deducted from the employee's retention points, with a maximum deduction of twelve (12) points.
3. Part-time employees shall have a commensurate number of points deducted proportionate the employee's FTE.

C. Flexibly-Staffed Classes - Classes which are budgeted as flexibly-staffed classes (e.g. 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 rec**e**ive 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

10/10/23
Jack Hughes Date
Liebert, Cassidy, Whitmore
Lead Negotiator for the County
Or Designee

10-9-23
Joseph Carruesco Date
Director of Human Resources

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

10/4/23
Shannon Starr Date
Business Representative
Or Designee

Kyle Danielson

Juan Saplen

Asa Lange

Lonnie Grover

BOARD OF SUPERVISORS

Wendy Thomas
Wendy Thomas, Chair

10-17-23
Date

ATTEST: Kim Dawson
Clerk of the Board of Supervisors

By
Deputy Clerk

MEMORANDUM OF UNDERSTANDING

Between

THE COUNTY OF EL DORADO

And

DEPUTY SHERIFFS' ASSOCIATION

December 10, 2024 –
December 9, 2026

Memorandum of Understanding
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Memorandum of Understanding
Deputy Sheriffs' Association

ARTICLE 1 Terms and Conditions

El Dorado County Deputy Sheriffs' Association ("Association") and representatives of the County of El Dorado ("County") have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for employees in the Law Enforcement (SA) bargaining unit ("Unit"), have exchanged freely information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

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

This MOU has been presented to the employees in the Association for ratification by said employees, and is now presented to the Board of Supervisors, for final approval to implement the wages, hours and other terms and conditions of employment for the period commencing the first full pay period following final approval and adoption by the Board of Supervisors. Unless otherwise indicated herein, all provisions shall become effective upon Board of Supervisor's approval through and including December 9, 2026. Nothing contained herein shall be applied on a retroactive basis unless specifically stated.

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

The parties acknowledge that this MOU sets forth the complete, exclusive and integrated understanding of the parties which supersedes all proposals or prior agreements, oral or written, side letters and all other prior communications between the parties relating to the provision of this MOU and shall become in full force and effect upon the first full pay period following adoption by the Board of Supervisors and shall continue in full force and effect through December 9, 2026, pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500 et seq.).

ARTICLE 2 Authorized Agents

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

County of El Dorado
Director of Human Resources
330 Fair Lane

Placerville, CA 95667

El Dorado County Deputy Sheriffs' Association
President
P.O. Box 1843
Placerville, CA 95667

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

ARTICLE 3 County Rights

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

Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the County by any law regulating, authorizing or empowering the County to act or refrain from acting.

ARTICLE 4 Association Rights

Section 1. Payroll Deductions

The Association may have the regular dues and insurance plans deductions of its members deducted from employees' paychecks under procedures prescribed by the County Auditor/Controller. The County will rely on certification from the applicable bargaining representative for that purpose. Employees are also entitled to revoke or

alter such deductions in the manner provided by State law. Nothing herein shall prohibit the County from placing reasonable limits as to the number of payees or deductions per employee for the purpose of efficient administration of the payroll system.

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

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

Section 2. Communications with Employees

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

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

The Association may use the department email for Association business under the following conditions:

A. E-mails shall not be drafted during working hours (not including duty-free breaks and lunches).

B. The subject line of the e-mail shall read "Association Business". All email usage shall be consistent with departmental policy, County Policy, and the provisions of this MOU, including limitations on content specified in material postings in this Section.

C. Subject matter shall be limited to brief Association announcements, inquiries, notices, agendas, minutes and appropriate attachments.

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

or County.

Section 3. Use of County Buildings

County buildings and other facilities shall be made available for use of the Association or its representatives during non-duty hours in accordance with such administrative procedures as may be established by the Chief Administrative Officer or appointing authority(s) concerned. Meetings dealing with political activities shall not be conducted on County property.

Section 4. Duplicating Equipment

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

A. The Association purchases any required access keys.

B. The Association reimburses the County promptly upon demand for the actual costs of the use of the equipment and material.

C. The Association use of such equipment and facilities does not interfere with their use by County employees for County business.

Section 5. Attendance at Meet and Confer Sessions

County employees who are official representatives of the Association shall be given reasonable time off with pay to attend formal meet and confer sessions with management representatives. The Association shall notify the Director of Human Resources or designee of the names and departments of employees who are official representatives of the Association. Such representatives shall notify their supervisors in writing on the first business day after a meeting has been scheduled of the dates of excused absences. This advance notice may be waived in writing by the Director of Human Resources or designee in unusual circumstances. Except by written agreement with the Director of Human Resources or designee, the number of employees excused for such purposes shall not exceed a total of six (6) in numbers.

Section 6. Advance Notice

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

Section 7. Accommodation of Ballot Boxes

The Association shall be permitted, with the prior notification to the affected appointing authorities, to place ballot boxes at the primary offices of the Sheriff's Office and District Attorney's Office, and at a minimum of three (3) secondary work locations of the Association's choice for the purpose of collecting members' ballots on all Association issues subjected to ballot, except ballots regarding job actions. Such boxes shall be the property of the Association, and neither the ballot boxes nor the ballots shall be subjected to the Employer's review or examination at any time.

Section 8. Association Release Time

The County shall provide to the Association one hundred-twenty (120) hours per calendar year of release time. Such time shall be made available to the officers and Board of Directors to use for Association activity. Such release time shall not be affected when attending meetings which are called by the County, including but not limited to, meetings held for the purpose of meeting and conferring with the County for items related to renewing this agreement. Persons who are authorized to use release time shall provide their supervisors reasonable advance notice in writing of the date and time of such use.

ARTICLE 5 Salary Provisions

Section 1. Salaries

The salaries for the classifications of Deputy Sheriff I, II, and Sheriff's Sergeant shall be set in accordance with Proposition A/El Dorado County Charter Provision 504, as amended, for each calendar year under the following method:

1. A base hourly rate survey of comparable class of positions for Deputy Sheriff and Sergeant shall be conducted in December of each calendar year to determine the average base hourly rate of the comparable agencies, as defined in Charter Provision 504.

2. The results of the base hourly rate survey will be shared with the Association after the Board of Supervisors' review but prior to the Board of Supervisors' vote on any base hourly rate adjustments.

3. Any resulting salary changes will be effective the pay period including January 1.

It is acknowledged that this procedure is a negotiated agreement in order to permit the efficient administration of the initiative ordinance which covers the salary setting procedure for these positions.

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

504.

Section 2. District Attorney Investigators Salaries

The salary range of the Investigator (District Attorney) will be maintained so that Step 5 of the salary range for the Investigator (District Attorney) is equal to Step 5 of the salary range for Sheriff's Sergeant. The Supervising Investigator (District Attorney) classifications will receive the same percentage increases received by the Investigator (District Attorney) classifications, if any.

Section 3. Tahoe Employment Differential

Employees whose primary work location is in the Tahoe Basin shall receive a total of forty-six dollars and fifteen cents ($46.15) biweekly. Employees working 20 hours or less in a week shall receive half of this amount.

Effective the beginning of the first full pay period in January, 2001; increase differential to a total of $69.23 per biweekly pay period.

Effective the beginning of the first full pay period in January, 2002; increase differential to a total of $80.77 per biweekly pay period.

Effective the beginning of the first full pay period in January, 2003; increase differential to a total of $92.30 per biweekly pay period.

This differential shall only apply when an eligible employee is in paid status for a majority of their assigned hours in a pay period.

Section 4. POST Certificate Pay

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

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

Section 5. Education Incentive Pay

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

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

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

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

Any and all submittals for additional pay in regard to this Section are subject to periodic review for validation of accreditation of institution; any employee may be subject to full re-payment of any funds received and/or subject to discipline if the degree the employee submitted is found to be invalid as defined above.

Section 6. On-Call Duty Compensation

A. When warranted and in the interest of the County operation, an appointing authority or designee may assign employees to "on call" status.

B. "On-Call Duty" is an assigned duty outside the normal work week assignment during which an employee must remain where they can be contacted by telephone and be ready for immediate call-back to the department to perform an essential service.

C. An employee assigned on-call duty shall be compensated at the rate of three-dollars ($3.00) per hour for each hour the employee is assigned to on-call duty.

Section 7. Call-Back Compensation

A. When an employee returns to work because of a department request made after the employee has completed the employee's normal work shift and left the work station, the employee shall be compensated a minimum of two (2) hours in which the employee is continuously engaged in work for which the employee was called back.

B. An employee who is assigned on-call duty and is called back shall be entitled to the aforementioned two-hour minimum only once during a single on-call period. An employee shall receive the aforementioned two-hour minimum each day for a two-day weekend on-call duty in which the employee is called back to work. If the employee, who is assigned a weekend, is called back a second time within one of the on-call days more than one (1) hour after the initial call-back has ended, the employee shall receive an additional two-hour minimum. An employee shall receive no more than three (3) two (2) hour call-back minimums in a weekend on-call period.

C. There shall be no duplication or pyramiding of rates under this section. No employee shall be compensated for on-call duty and call-back duty simultaneously. Hours worked on call-back duty shall be deducted from the prescribed on-call duty to determine the appropriate on-call pay.

D. "Call-back" time shall be paid as premium compensation at one and one-half (1 ½) times the employee's base hourly rate of pay.

E. The two (2) hour minimum shall apply only when an employee is required to physically return to work in order to perform required duties. An employee who performs work after regular work hours, but who is not required to leave home or other off duty location, shall be compensated at the premium rate for actual time worked.

F. Call-back provisions, including the two (2) hour minimum, shall not apply if an employee is called to work within one (1) hour of the employee's normal starting time. If an employee is called to work within one (1) hour prior to the employee's normal starting time, the employee shall be compensated under normal FLSA overtime provisions.

G. An employee will be compensated at the premium rate for work related communications associated with being called-back to work. To be compensable, a communication must be necessary to complete the work assignment which caused the call-back and last longer than one-tenth of an hour.

Section 8. Acting Pay Assignments

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

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

B. Notwithstanding Section 8.A. above, in an exceptional circumstance when a vacancy does not exist but an employee has been assigned to perform duties which exceed the scope of that employee's classification, and when determined and justified at the discretion of the Chief Administrative Officer, the employee will be entitled to pay for a higher classification in accordance with the other provisions of this Section.

C. The nature of the departmental assignment is such that the employee in the

lower classification becomes fully responsible for the duties of the position of the higher classification.

D. Employees selected for the assignment will meet the minimum qualifications for the higher classification. If the employee does not, the appointing authority, prior to assigning the employee to the acting position, must provide justification for such selection to Human Resources for approval.

E. An employee who is in an Acting Pay Assignment pursuant to this Section shall receive a Temporary Upgrade Pay (TUP). The TUP will be an hourly rate equal to the sum of the differences in the base hourly rate and percentage-of-base hourly differentials (i.e. longevity, education incentive, POST certificate pay, detective pay, etc.) between the employee's current classification and the nearest step within the higher acting classification's salary range that is not less than five percent (5%) more than their current step; provided, however, in no case shall the hourly wage calculated for the difference be more than the top step in the new salary range.

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

F. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in the agreement.

G. Higher pay assignments shall not exceed six (6) months except through re-authorization by the Human Resources Director or designee.

H. If approval is granted for pay for work in a higher classification and the assignment is terminated and later re-approved for the same employee within thirty (30) days of the assignment ending, no additional waiting period will be required.

I. Allowable overtime will be paid in accordance with the FLSA.

J. Employees in this Unit who are given an acting pay assignment in a classification in another bargaining unit will continue to have all pay and benefits determined by this Agreement.

Section 9. Uniform Allowance

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

the uniform standard.

Section 10. Hazardous Duty Pay

Law Enforcement employees assigned to the Sheriff Office's Underwater Dive Team, Explosive Ordinance Disposal Team, and Special Weapons and Tactics (SWAT) Team shall receive an additional $40.00 for each call out (in addition to all other pay and allowances).

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

Section 11. Court Pay

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

B. For the morning court session the employee shall be credited with three (3) hours plus any hours of work in excess of three (3) hours in which the employee's attendance is required.

C. For the afternoon court session the employee shall be credited with three (3) hours plus any hours of work in excess of three (3) hours in which the employee's attendance is required.

D. Court time shall be paid as premium compensation at one and one-half (1 ½) times the employee's base hourly rate of pay.

E. Court recesses for lunch shall be considered an unpaid lunch period for the employees.

Section 12. Canine Officer Program

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

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

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

B. The County shall pay, on a claim basis, incurred expenses, for the dogs, directly to the appropriate providers.

C. This program shall be limited to nine (9) Canine Officer Dog Handlers.

D. Required qualifications and assignment as a Canine Officer Dog Handler shall be made at the sole discretion of the appointing authority. The duties and responsibilities of Canine Officer Dog Handler and the activities that constitute "dog handling" shall also be at the sole discretion of the appointing authority. When such assignment is terminated at the discretion of the appointing authority for non-disciplinary reasons, and the employee is no longer entitled to Canine Officer pay, such loss of Canine Officer pay shall not be considered a "punitive action" under the Public Safety Officers Procedural Bill of Rights Act (Government Code Section 3300 et. seq.), and is not subject to appeal or grievance.

Section 13. Field Training Officer Pay

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

Required qualifications and assignment as a Field Training Officer and assignment of new Deputy Sheriffs to Field Training Officers shall be made at the sole discretion of the Sheriff. The duties and responsibilities of Field Training Officers and the activities that constitute "field training" shall also be at the sole discretion of the Sheriff. When such assignment is terminated at the discretion of the Sheriff for non-disciplinary reasons, and the employee is no longer entitled to Field Training Officer Pay, such loss of Field Training Officer Pay shall not be considered a "punitive action" under the Public Safety Officers Procedural Bill of Rights Act (Government Code Section 3300 et. seq.), and is not subject to appeal or grievance.

Section 14. Investigative Assignment - Detective Pay

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

Employees in Deputy Sheriff II and Sheriff's Sergeant classifications who are assigned on a full- time basis by the Sheriff to an Investigative Unit assignment shall receive a five percent (5%) pay differential as Detectives, during the term of the assignment. When such assignment is terminated at the discretion of the Sheriff for non-disciplinary reasons, and the employee is no longer entitled to detective pay, such loss of detective pay shall not be considered a "punitive action" under the Peace Officer Bill of Rights (Government Code Section 3300, et. seq.), and is not subject to appeal or the grievance procedure.

Section 15. Shift Differential

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

Section 16. Bilingual Pay

When the appointing authority designates in writing that an employee must utilize bilingual skill as a required component of the employee's job duties and necessary in the delivery of County services, the employee will be paid a bilingual differential of one dollar ($1.00) per hour for all hours in paid status, not to exceed eighty dollars ($80.00) per pay period.

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

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

A. Be certified by the Department of Human Resources as possessing the requisite skill in the foreign language (or American Sign Language) required in the assignment; and

B. Be authorized and required as a regular part of the assignment of duties to converse and/or write in a language other than English (including American Sign Language).

In order to be eligible to receive such differential an employee must demonstrate language proficiency acceptable to the appointing authority. The County shall adopt a language proficiency testing process to determine employees' qualification to serve as bilingual skill providers. The Human Resources Department shall use a verbal and/or written testing process, depending upon the level of bilingual skill required of the employee, to validate the employee's skills. Written authorizations to receive a bilingual differential shall be reviewed and renewed annually by the appointing authority. This differential shall only apply when an eligible employee is in paid status for a majority of their assigned hours in a pay period.

Section 17. Lake Tahoe West Shore Resident Deputy Housing Incentive Pay

Employees in the class of Deputy Sheriff who are permanently assigned as a Resident Deputy to the Lake Tahoe West Shore area shall receive two-hundred seventy-six dollars and ninety-three cents ($276.93) biweekly. It is understood that to be eligible for assignment as a Resident Deputy, employees must be willing to agree to a minimum of three year commitment to the Resident Deputy assignment, which requires that the Deputy reside in the West Shore community.

Section 18. Officer-in-Charge Differential Pay

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

Section 19. Resident Deputy Differential Pay

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

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

ARTICLE 6 Compensation Administration

Section 1. Salary Range

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

Section 2. Entrance Salary and Performance Merit Step Increases

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

A. Salary Step Increases

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

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

2. If the employee has completed probation, after the completion of twenty six (26) biweekly pay periods of satisfactory service in the preceding salary step the employee shall be automatically advanced to the next higher step in the salary range of that classification until the top of the range is reached, unless the appointing authority or designee submits required paperwork at least one full pay period prior to the anniversary date stating the increase will be denied.

3. All increases shall be effective on the first day of the biweekly pay period following completion of the required period of service, excluding an increase from Step 1 to Step 2 pursuant to Section 2(A)(1), which shall be effective on the first day of the biweekly pay period following the recommendation of the appointing authority.

B. Salary Status Upon Re-employment

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

Section 3. Overtime

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

B. Definition: Overtime shall be defined in accordance with the FLSA, except as specified otherwise in this MOU for purposes of contract overtime. For example, overtime includes any authorized time worked beyond forty (40) hours in one seven (7) day work period, or eighty (80) hours in a fourteen (14) day work period as designated by the County for each employee. "Time worked" shall be defined to not include vacations, authorized compensatory time off, sick leave for work-related illness or injury and sick leave. For employees in assignments which

observe holidays with time off, holidays will not be considered as time worked.

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

C. Compensation: Overtime required by the FLSA shall be compensated at one and one- half (1½) times the employee's regular hourly rate of pay, or at the employee's request and with the department's approval compensatory time off (CTO) accrued may be taken at the rate of one and one-half (1½) hours off for each FLSA overtime hour worked. Overtime not required by the FLSA, also known as contract overtime, shall be compensated at one and one-half (1 ½) times the employee's base hourly rate of pay, and shall not be eligible for CTO in lieu.

D. Accumulation and Use of Compensatory Time off: The maximum accumulation of CTO shall be two hundred (200) hours.

1. Leaves of absence shall be at a time mutually agreeable to the appointing authority and the employee; whether to use accumulated CTO for authorized leaves shall be at the discretion of the employee.

2. Employees may cash out CTO at any time subject to the approval of the appointing authority.

3. Upon termination, any employee with accumulated CTO shall have it paid off.

4. Notwithstanding subsections D.2. and D.3. of this Section, CTO accumulated within revenue offsetting programs, which include grant programs, contracted services, or other substantially similar programs for which the department and/or County receives funding from an external agency or entity to offset the costs of providing law enforcement services, and which are designated by the appointing authority as revenue offsetting programs, shall be used as follows:

   a. CTO hours accumulated within pay period thirteen (13) through twenty-four (24) shall be either taken as time off or cashed in no later than pay period twenty-five (25).

   b. CTO accumulated within pay periods twenty-five (25) through twelve (12) shall be taken as time off or cashed in no later than pay period thirteen (13).

5. Other Provisions

   a. An employee's work schedule shall not be changed during the FLSA work period when the purpose of such change is to avoid overtime compensation, unless agreed to by the employee.

b. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods. CTO taken may be used as part of the established work week to earn fringe benefits and to serve out probationary and performance merit step increase periods.

ARTICLE 7 Probation Periods

Section 1. Duration

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

1. Initial Probationary Period: Employees hired in the Unit that possess a POST Basic Certificate at time of hire shall have an initial probationary period of twenty-six (26) biweekly pay periods. Employees who do not possess a POST Basic Certificate at time of hire shall have an initial probationary period of thirty-nine (39) biweekly pay periods.

2. Employees who have successfully passed the initial probationary period, and who subsequently promote to Sergeant or Investigator (D.A.) shall have a probationary period of thirteen (13) biweekly pay periods. If the employee has not completed the probationary period in the lower classification, the probationary period will continue until the employee has worked the required number of pay periods in the position.

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

4. Time worked by an employee in a temporary, limited-term, extra-help, or other employment shall not count toward completion of the probationary period. An employee, who is not rejected prior to completion of the prescribed probationary

period, unless extended as per provision herein, shall acquire Civil Service status automatically.

5. A new probationary period shall not be required upon:

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

Section 2. Laid-Off Employees

Employees with Civil Service status who are laid off and subsequently reinstated to their former position or lower position in their class series shall not serve a new probationary period. Laid off employees hired into another County position from which they were not specifically laid off shall serve a new probationary period.

Former probationary employees who were laid off and subsequently re-employed shall serve a complete new probationary period upon rehire.

Section 3. Rejection During Initial Probation

The appointing authority may terminate (reject) a probationary employee at any time during the probationary period without the right of appeal in any manner and without recourse to either the Grievance or Appeal Procedure; except when the employee alleges and substantiates in writing that the termination was due to political, religious or Association activities, race, color, national origin, sex, age, handicap or sexual orientation. The appointing authority shall notify the employee in writing that he/she is rejected during probation. No reasons for the action are necessary.

Section 4. Rejection During Secondary Probation

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

ARTICLE 8 Performance Evaluation

Section 1. Documentation of Performance Evaluation

An employee shall be evaluated by the employee's primary first-level supervisor approximately annually. Probationary employees shall receive evaluations at six (6) month intervals until completion of their probationary period. The evaluation as prepared by the first-level supervisor shall be reviewed by that supervisor's superiors up to and including the appointing authority.

A. Evaluations will be based primarily on observations by the evaluator of the employee in the performance of their duties.

B. An employee will be informed at least twenty-four (24) hours in advance of a meeting with the employee's supervisor to discuss the employee's evaluation and to put the evaluation in writing on the evaluation form.

C. The employee shall be informed of their right to prepare and have attached to the evaluation any written comments which the employee wishes to make.

D. When an employee is rated unsatisfactory on any factor, the evaluation will give the reasons for such rating and include specific recommendations for improvement in writing. However, the contents of an employee's performance evaluation are not subject to the grievance procedure.

E. The employee's signing of an evaluation form does not necessarily mean that the employee agrees with the evaluation, but it does mean that the employee has had an opportunity to discuss the evaluation with their evaluator. Evaluations that are unsigned due to the employee's refusal to discuss or sign the evaluation shall be placed in the employee's file with the signed comment by the supervisor indicating that the employee refused to sign.

F. The employee will be given a copy of the employee's completed evaluation form after it has been reviewed by the appointing authority.

G. Nothing shall be added to an evaluation after the employee has received a copy of

the final evaluation form without the employee's written acknowledgment except as provided for in this Article.

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

ARTICLE 9 Insurance Plans

Section 1. Medical, Dental and Vision Plans

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

A. The County and the Association agree to continue, during the terms of the MOU, to meet and work on long term options for payment of health care costs. For the term of this MOU, the parties agree to implement a standardized cost sharing for health insurance contribution rates, with the County paying 65% of the premium for full-time employees and the employee paying 35% of the premium. Annually, in the event of a rate increase, the rate increase shall be allocated based on the current contribution rate of 65% County and 35% employee paid.

B. Health care coverage is based on a calendar year (January 1 – December 31). Rates for the ensuing calendar year for the Association shall be effective upon approval of the Board of Supervisors, but no earlier than the pay period containing December 1. Beginning with the 2014 plan year, premiums for health insurance plans will be unblended.

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

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

D. For purposes of this Article, a full time employee is defined as an employee in an

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

E. In order to be eligible for a County health care contribution, except as otherwise required by law, a full-time employee must be in paid status. The employee must receive pay from work hours, compensatory time off, vacation or sick leave in accordance with paragraph 4 above. An employee who is receiving Worker's Compensation Temporary Disability shall be eligible for continuation of the County's Contribution until such time as eligibility for Worker's Compensation Temporary Disability ceases.

F. An employee who ceases to be eligible for County Contributions must pay directly to the Risk Management Division of Human Resources the full amount of employee and County Contribution in order to retain benefit coverage under the County-sponsored Health/Dental benefit plan.

G. The County will not contribute toward the cost of any plan other than those specifically sponsored by the County.

H. Health Plan Benefits are described in the Specific Plan Documents.

Section 2. Enrollment

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

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

A. Terms and Conditions

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

The parties agree that the County Medical/Dental/Vision Plan is a Defined Benefit Plan, and that the County is required to provide the specified benefits during the term

of this MOU regardless of the level of contribution by the County and its employees.

B. Patient Protection and Affordable Care Act

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

Section 3. Optional Benefit Plan

The County shall provide each eligible full-time employee a contribution of $171.17 each twenty-four (24) pay period towards the purchase of benefits included within the Optional Benefit Plan. The County agrees to make this contribution to each employee's Optional Benefit Plan Account each of the twenty-four (24) payroll periods in which the employee is in a pay status for the full pay period or is on an approved leave of absence where they are receiving pay from vacation or sick leave for at least sixteen (16) hours in a pay period. The County shall not make any contribution for employees not in an approved leave status or receiving less than sixteen (16) hours of pay. Employees receiving less than sixteen (16) hours of pay per pay period and therefore not eligible for a County contribution shall pay the total contribution necessary to continue health and dental benefits. The payment is to made payable to the El Dorado County and provide to the Risk Management Division.

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

A. El Dorado County Health Care Account - Eligible employees may elect to receive medical and dental benefits under the County Optional Benefits Plan.

B. Supplemental Life Insurance - An employee eligible under this section may use the Optional Benefit Plan to purchase additional life insurance subject to the provision of the Optional Benefits Plan and respective life insurance plans.

C. Dependent Care - An employee eligible under this section may use the Optional Benefit Plan for reimbursing dependent care expenses subject to the provisions of the Optional Benefit Plan.

D. Un-reimbursed Health Care - An employee eligible under this section may use the Optional Benefit Plan to establish an account for reimbursing uninsured health care expenses subject to the provisions of the Plan.

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

Section 4. Vision

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

Section 5. Employee Assistance Program

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

Section 6. Retiree Health Contributions

Retiree Health Contribution - An employee hired into an allocated position (excluding temporary, extra help, or other employment) on or before January 19, 2010, who retires from County service and who has attained a cumulative total completed years of service (excluding extra help service and provisional) with the County of El Dorado as specified below, shall be entitled, subject to the provisions of the Retiree Health Benefits Contribution Plan Document, to the percentage monthly contribution of the "employee only" medical coverage rate not including dental or vision. The percentage contribution is as follows:

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

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

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

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

ARTICLE 10 Retirement

Section 1. Safety Retirement

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

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

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

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

Section 2. Retirement Issues

The County will maintain 1959 Survivor Benefits, Level 4 pursuant to Government Code §21382.5. Each employee shall contribute the employee's contribution as required by CalPERS.

Section 3. CalPERS Contribution

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

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

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

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

The County agrees to continue the provisions contained in IRS 414(h) (2) (commonly called in California "CalPERS Pickup"). This program involves the employee's CalPERS contribution being shown for tax purposes only as an employer's contribution. This program will only stay in effect as long as IRS 414(h) (2) is an approved IRS program, and shall be amended to reflect the CalPERS pick-up in Section 3 above.

ARTICLE 11 Holidays

Section 1. Official County Holidays

The following days shall be the official County holidays:

1. January 1 -New Year's Day
2. January (Third Monday) - Martin Luther King Jr's Birthday
3. February 12 - Lincoln's Birthday*
4. February (Third Monday) -Washington's Birthday
5. May (Last Monday) - Memorial Day
6. July 4 – Independence Day
7. September (First Monday) - Labor Day
8. October (Second Monday) - Columbus Day*
9. November 11 - Veteran's Day
10. November- Thanksgiving Day
11. November- Friday after Thanksgiving
12. December 24 - Christmas Eve

(When December 25 falls on a Thursday, December 26, the day after Christmas, shall be observed as a County holiday in lieu of Christmas Eve).

13. December 25 - Christmas Day

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

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

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

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

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

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

Section 2. Alternate Days

A. If a holiday falls on a Sunday, the following Monday shall be observed as the holiday in lieu thereof. If a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday in lieu thereof. In years in which December 24th falls on a Sunday, the County shall observe December 26th as the holiday in lieu (Tuesday). In years in which December 25th falls on a Saturday, the County shall observe December 23rd as a holiday in lieu (Thursday).

B. If an employee works a nonstandard (rather than Monday through Friday) work schedule, their first day off shall be treated as if it was a Saturday and their second day off as if it was a Sunday.

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

C. Except as otherwise specified in Section 3.B. it is the intent of this Section to give all unit employees the same number of days off, thirteen (13) eight (8)-hour days, with pay for holidays or equivalent compensation.

Section 3. Pay Status

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

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

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

C. Employees transferring between 24-hour coverage shifts and non-24-hour

coverage shifts shall have their holiday allowance computed and conversion approved by the County Administrative Office and the Auditor-Controller's Office at the time of such transfer. Employees must be in a paid status in the pay period in order to receive this prorated holiday pay.

D. Employees in the Bargaining Unit, (other than those assigned to 24-hour coverage) may each calendar year elect Holiday pay in lieu of having the official County holidays as designated days off. Employees must make their election by December 15 for each calendar year. Once made, an employee may not change their election during the calendar year.

E. Employees who choose to receive Holiday pay in lieu of designed days off may be reassigned to other work sites and perform other duties as required.

F. Employees assigned to 24-hour coverage posts will continue to receive Holiday pay in lieu of having the official County holidays as designed days off.

G. For employees in the Unit whose work schedule is not part of 24-hour coverage, and the employee works an alternative work schedule, a holiday falling on an employee's day off will not be counted as hours worked for purposes of overtime.

ARTICLE 12 Closures of County Buildings

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

A. Any and all twenty-four (24) hour, seven (7) day a week facilities and/or operations, and all Sheriff's Office employees in this Unit, are exempt from Article 12.

B. The County does not determine when non-County facilities may close. Employees scheduled to work at a closed non-County facility may be re-assigned to work at a County facility in the same geographic area, or to telework if the employee has a current Telework Agreement, during a non-County facility closure. Employees who have been reassigned to a County-facility or to telework, shall receive their regular pay for that scheduled shift. If the County is unable to re-assign the employee, the employee will be paid for that scheduled shift pursuant to subsections D and E.

C. Employees whose buildings have been temporarily closed may be reassigned to work sites in the same geographical area, or to telework if the employee has a current Telework Agreement, and shall receive their regular, non-premium pay for that scheduled shift.

D. Regular County employees scheduled to work, but who are directed to not report to

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

E. After the first day of closure of a County building, if the County is unable to re-open a work site, or is unable to obtain an alternative work site in the same geographical area, an employee will be compensated for that day(s) as if it were a holiday.

F. During a temporary closure of County buildings, when no alternative work site is designated, those regular employees who are required to work at a closed County building and still required to come to work as part of our essential services, as determined by the Chief Administrative Officer, will receive premium compensation at one and one-half (1 ½) times the employee's base hourly rate of pay for those hours actually worked during designated closure.

G. Those employees who are on scheduled leave of absence during a designated closure would not be affected by the closure.

H. Should the closure of a County facility last longer than five (5) working days, the County reserves the right to temporarily reassign employees outside the employee's geographical area.

Geographical area is generally defined as

1. Tahoe Basin
2. Western Slope

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

ARTICLE 13 Vacation

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

Section 1. Accumulation Earned

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

   Maximum accumulation of 240 hours.

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

   Maximum accumulation of 320 hours.

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

   Maximum accumulation of 320 hours.

Section 2. Limitations

A. Use of vacation shall be limited to those hours that were accrued as of the prior pay period; vacation cannot be used in the pay period in which it is earned.

B. Extra-help or other employment time shall not count toward the required continuous service for vacation benefits.

ARTICLE 14 Catastrophic Leave Donation Program

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

A. To be eligible for this benefit, an employee must have been employed by the County for one (1) continuous year and worked no less than one thousand two hundred fifty (1,250) hours over the immediate preceding twelve (12) months. In addition, this leave may not be used for more than twelve (12) weeks in any twelve (12) month period per catastrophic occurrence.

B. The employee requesting leave donations (requestor) must first exhaust all other forms of accrued paid leave.

C. Contributions will cease if/when the catastrophic occurrence is resolved, or when twelve (12) weeks from the first transfer for the occurrence has passed, whichever occurs first.

D. The amount of donated time paid to the requestor will be reported as taxable income.

E. Hours received will not qualify the employee for hours works to as it relates to holiday pay, on-call duty compensation, Tahoe employment differential, bilingual differential, overtime or time in class.

PROCEDURE

A. The requestor must provide a signed written request for donations of vacation leave to their supervisor. Additionally, a statement from a health professional verifying an injury or incapacity likely to last for at least one (1) month must be forwarded to the supervisor before any action will be taken. The supervisor will forward the written request and verification to Human Resources.

B. An employee's supervisor may take the initiative to request leave donations for an eligible employee. The recipient must consent, and all necessary documentation must be provided.

C. Human Resources will ensure the requestor is eligible to receive catastrophic leave donations. Upon approval, the County will post a notice on EDCnet advising employees of a request for donations. No additional notices will be sent.

D. An employee wishing to donate vacation (contributor) will complete and submit a form prescribed by the County's Auditor-Controller. The contributor must have at least forty (40) hours of vacation hours remaining after the donation. Once submitted, transfers of leave may not be revoked by the contributor. The requestor will not be made aware of who has donated leave.

E. Donations will be made in one (1)-hour increments. Employees may donate up to an annual maximum donation of forty (40) hours to any one (1) employee. All donations will be deducted from the contributor's balance and held in queue until such time as they are needed by the requestor. Donated hours will be drawn on by the requestor, as the need arises, from the pool of donated hours on an hour for hour basis. All unused pledges remaining in the pool will be credited back to the original contributors on a proportional basis.

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

ARTICLE 15 Sick Leave

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

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

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

Section 1. Accrual

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

Section 2. Eligibility

1. No employee shall be entitled to sick leave with pay until the employee has two (2) biweekly pay periods of continuous service with the County.

2. Employees requesting sick leave to care for family members will be approved in accordance with applicable Federal and State law.

3. Use of sick leave shall be limited to those hours that were accrued as of the prior pay period; sick leave cannot be used in the pay period in which it is earned.

Section 3. Verification

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

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

C. Suspected sick leave abuse may be addressed as follows:

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

   2. The County may request that the employee provide a physician’s statement, as

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

a. Documented misuse, or;

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

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

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

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

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

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

E. Each appointing authority shall maintain complete current records of sick leave and vacation time accumulated and taken by each employee.

Section 4. Incapacity to Perform Duties

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

Section 5. Payment for Unused Sick Leave

A. In order to receive payment for unused sick leave, employees must retiree from County service; at the time of retirement only, the employee must have five (5) or more continuous years of County service. Eligible employees shall receive the following:

1. Employees with over 5 years of service:
   Shall receive 20% of their unused sick leave paid.

2. Employees with over 10 years of service:
   Shall receive 40% of their unused sick leave paid.

3. Employees with over 15 years of service:
   Shall receive 70% of their unused sick leave paid.

4. Employees with over 20 years of service:
   Shall receive 100% of their unused sick leave paid.

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

ARTICLE 16 Tuition Reimbursements for Accredited Academic Courses

Section 1. Employee-Requested Courses

A. Applicability:

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

B. Requirements for Partial Reimbursement of Tuition:

1. The requesting employee must be and have been in a regular position in the County for at least twelve (12) months prior to the start of the course in question.

2. The subject matter of the course must be directly related to the employee's present position or to a position within the normal line of promotion within County service for the employee's current classification.

3. The employee's attendance at the course will not interfere with the employee's normal duties, responsibilities or work hours.

4. The employee agrees in writing to repay the County, upon separation from

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

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

C. Limitations

1. In order for requests to be granted, the department must determine funds for tuition reimbursement are available in the departmental budget.

2. Reimbursement shall be available at the rate of fifty percent (50%) of actual costs of the tuition fee. Reimbursement shall not be made for books, documents, other materials, mileage, travel costs, or other incidental expenses incurred by the employee, or for any amount reimbursed by another source or entity.

3. The County shall limit its reimbursement to the amount not reimbursed to the employee by some other source not to exceed fifty percent (50%) of the actual cost of the tuition fee as defined in C.2.

4. Nothing shall prohibit the County from placing a reasonable dollar limit on tuition reimbursement which may be received by an employee in one fiscal year.

5. To be eligible for reimbursement, the employee must present satisfactory proof of a final grade of "C" or better or "passed" grade for pass/failed courses for the approved course and a form of receipt showing the amount of tuition paid by the employee.

6. The course must be provided by a regionally accredited institution. Courses eligible for reimbursement may be offered online or at a physical campus.

Section 2. County- Required Training

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

ARTICLE 17 Days and Hours of Work

Section 1. Work Schedules

The appointing authority shall fix the hours of work with due regard for the convenience of the public and the laws of the County.

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

Section 2. Rest Periods

Employees shall be allowed a rest period of fifteen (15) minutes during each four (4) hour period. Such rest periods shall be scheduled in accordance with the requirements of the individual department but shall generally occur near the middle of each four-hour shift. Rest periods are not accumulative and if not taken during the four-hour period are lost. Rest periods, if not taken, are lost and may not be accumulated to extend rest periods or to shorten the work day. Neither shall any additional pay accrue to an employee who misses or loses a rest period.

Section 3. "4850" Absences and Light Duty Assignments

If an employee is on "4850" time for longer than one pay period and has elected "Holidays Off", the County may change designation to "Holiday Pay" election and pay holiday pay.

Notwithstanding Section 1, upon return from "4850" time, if placed in "light duty" status by a competent medical professional, the County has the option to assign the employee to either a 4/10 or 5/8 work schedule, and to set the work week, depending on the needs of the County. When the employee is released to normal duty status by a competent medical professional, the employee will return to the work schedule held prior to beginning "4850" time.

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

ARTICLE 18 Damaged Uniforms and Equipment

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

Section 1. Damage to Uniforms and Privately Owned Safety Equipment

A. Reimbursement: Reimbursement shall be either payment for cost of repairs or the depreciated value of items damaged beyond repair in the line of duty. Cost of repairs not to exceed cost or depreciated value.

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

Section 2. Privately Owned Safety Equipment

A. Risk: Officers electing to carry their own equipment do so at their own expense and risk.

B. Maintenance: The Department will not repair or maintain privately-owned equipment except as provided for in this policy.

C. Personal Property: Personal property stolen, damaged or destroyed while on duty will only be replaced if it is an item covered in this policy and there is no negligence on the part of the officer. A theft report must be filed. Items stolen from an unlocked vehicle will not be reimbursed. Any payment from the County will be reduced by the proceeds of any insurance or awards collected through the court. The employee must file a claim. If employee fails to file a claim, the County will not reimburse.

Section 3. Replacement Cost

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

A. Expensive Personal Items: Uniform damage claims for expensive personal items are subject to reimbursement at an amount less than the replacement cost.

B. Claims: Claims for items not within the intent of this policy will not be allowed.

C. Receipts: In order to account for use life, officer will keep cost of receipt of all uniform purchases which he must keep on file, and he must furnish to the Department upon its request.

D. Negligence: No reimbursement if cause by negligence on the part of the employee.

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

Inspection of Damaged Uniform or Equipment Item: Any damaged uniform or

equipment item for which a reimbursement claim will be submitted shall be examined by the claimant's supervisor prior to being repaired or replaced.

Filing of Claim: The unit employee who has sustained damage or loss of covered equipment or uniform shall submit a written claim to his supervisor which shall identify the property damaged or lost, the circumstances surrounding its loss or damage, the owner of the property, the amount of the claim and whether or not other reimbursement has been sought or received.

Review of Claim: The Sheriff or designee shall review and either approve or disapprove the claim. If the claim is disapproved, the reasons shall be stated on the back of the form. Claims for over $25 must be approved by the Chief Administrative Officer

Section 5. Disposition - Damaged Article

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

Section 6. Repair Invoice Required

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

Section 7. Amortization

A. Divide the replacement cost by the useful life, which determines the monthly rate.

B. Multiply the monthly rate by the number of months since purchased.

C. Subtract results obtained in step 2 from the replacement cost.

Section 8. Amortization Table

Boots	36 months
Cap	36 months
Citation Book Holder	48 months
Coat, Cold Weather	48 months
Glasses, Prescription (Orig. Cost, Must use ins. Funds if available)	24 months
Glasses – Sunglasses (Not to exceed $50)	24 months
Gloves	36 months
Jacket, Lightweight	48 months
Jacket, Wool	60 months

Duty Service Weapon	Indefinite
Shirt, Short Sleeve	24 months
Shirt, Long Sleeve	24 months
Shirt, Wool Gabardine, (Long or Short Sleeve)	36 months
Shoes (Not to exceed $55)	36 months
Tie	6 months
Trousers, Synthetic	24 months
Trousers, Wool	36 months
Watch (Original cost limit $50)	24 months

ARTICLE 19 Reductions in Force

The following Reduction in Force policy is hereby included as a part of this MOU. Such inclusion, however, shall not provide avenues of appeal beyond those contained in this Article.

Section 1. Policy

The Board of Supervisors may reduce the size of the County's workforce for any lawful reason that it determines is in the best interests of the County. The board may direct (1) a temporary layoff or up to ten (10) working days of specific employees or classifications without invoking the provisions of this Article, or (2) a specific layoff by category, classification, number of employees and department (s) pursuant to this Article.

Section 2. Procedure for Permanent Layoffs

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

A. The Human Resources Department, with the assistance of the affected department, determines the individuals to be laid off for the initial classification in which a layoff is to occur and for succeeding lower level if displacement by bumping (demoting in lieu of layoff) is anticipated in accordance with this Article according to retention points. A list of the classifications deleted along with the names and total retention points of employees in those classes shall be posted in the affected department and a copy mailed to the Association's current address. It is the appointing authority's responsibility to ensure posting.

B. Layoffs are made within the department involved and are not Countywide.

C. Written notice of layoff shall be served on affected employees in person or by certified letter mailed to the last address on file with the Human Resources

Department. Notice will be served or mailed no later than thirty (30) calendar days prior to the effective date of separation. The thirty (30) calendar days shall include the effective date and the date served. Notice shall be deemed served upon the postmarking and logging of the certified letter by the County's mail room or upon personal serving of the notice to the individual.

D. The written layoff notice shall include the effective date of the separation (layoff), the reasons for the layoff, displacement (bumping) rights, if any, rehire or re-promotion rights and the appeal rights. Such notice shall also set a specific deadline of not less than five (5) working days for when the affected employee must notify the Human Resources Department that they will be exercising their displacement rights.

Section 3. Order of Layoff

A. Layoffs will be determined based on an inverse order of retention points computed as per provisions listed below by the classification within the individual department. In cases when two or more employees are tied with the same number of retention points, the appointing authority shall make the determination of which employee shall be retained. Any required reduction in the number of employees shall be in the following order within the same classification:

1. Extra-help, provisional, and temporary/limited term

2. Probationary employees serving an initial probationary period

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

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

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

B. Performance Disciplinary Actions

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

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

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

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

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

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

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

Section 4. Layoff Privileges

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

A. Displacing in a Lower Class

An employee affected by layoff may, at the employee's discretion, in lieu of layoff, displace an employee in a class previously held by the employee. Retention point computation for displacement purposes are made as determined for the original layoff. This is considered a voluntary demotion.

B. Layoff Eligible List

Re-employment and re-promotion shall be in inverse order of layoff. Names of employees with permanent status who have been laid off will be placed on an appropriate layoff reinstatement list for their classification and department in order of Retention Points for a period of two (2) years.

Re-promotion lists shall be in effect for three (3) years. This list shall be maintained in the Human Resources Department. Three refusals to accept re-employment from a departmental layoff list (or re-promotion list) will remove the eligible individual's name from that list unless the offer of re- employment is in excess of twenty-five (25) miles from the geographical location of the position from which the employee was laid off.

A person notified of an offer of re-employment must respond within ten (10) working days from the mailing date. Offers of re-employment shall be sent by first class mail to the last address on file in the Human Resources Department. It is the employee's responsibility to ensure that a current address is provided to the County Human Resources Department.

C. Transfer and Demotion

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

D. Separation from County Service

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

E. Employment Interviews

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

F. Status on Re-employment

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

1. All sick leave credited to the employee's account when laid off shall be

restored, unless the employee received compensation for such sick leave at the time of the layoff.

2. All Retention Points held upon layoff shall be restored.

3. All prior service shall be credited for the purpose of determining sick leave and vacation earning rates, and time in step.

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

G. Meet and Confer

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

Section 5. Deviation from Retention Points

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

Section 6. Appeal of Layoff

Permanent employees laid off shall have the right to appeal such layoff. The scope of appeal shall not include such issues as the need for layoff, the reasons for layoff, or the exercise of other County prerogatives involved in layoff. The issues of such appeal shall be limited only to whether or not there was compliance with the procedures herein prescribed in this Reduction in Force Article. The appeal process shall be as contained herein only.

A. A notice of appeal shall be filed in writing with the Clerk of the Board of Supervisors within ten (10) working days after the date of service of the notice of layoff as provided in Sub-Section B.3. The notice of appeal shall state the employee's reasons for the appeal, but a notice of appeal based on reason(s) not appealable under this Section F shall not be effective for any purpose.

   The Clerk of the Board shall forward the appeal within five (5) working days to the Secretary of the Civil Service Commission. A copy of the notice of appeal shall immediately by served by the employee on the Human Resources Department, and if the Human Resources Department ascertains that another employee would be adversely affected if the appealing employee should prevail, the other employee

may be made an additional party to the proceedings, and shall be promptly notified. The Human Resources Department shall also notify the appealing party and the Civil Service Commission of the name of any employee made an additional party to the proceedings under this Section. The failure to file an appeal in the time provided in this Section or the failure to appear at the subsequent hearing shall constitute a waiver of the right to appeal, and layoff of the appealing party shall be final.

B. Upon receipt of a notice of appeal the Executive Officer to the Civil Service Commission will establish a hearing date. The date shall not be more than twenty (20) regular business days from the date of such receipt except by agreement of all parties concerned. The secretary to the Civil Service Commission will give at least five (5) working days written notice of the time and place of the hearing to the employee and the person making the charges. The Commission members shall receive copies of all documents submitted by the appealing party and the County in response.

C. All hearings regarding layoffs are public. All parties have the right to produce evidence and be represented by counsel. The hearing will be informal, and the Civil Service Commission is not bound by any of the rules of evidence governing trial procedure.

D. The jurisdiction of the Civil Service Commission is limited to the issue of whether or not there was compliance with the procedures herein prescribed in this Reduction in Force Article.

ARTICLE 20 Appeals of Disciplinary Actions

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

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

ARTICLE 21 Grievance Procedure

Section 1. Intent

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

employees.

Section 2. Scope of Grievance

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

B. Specifically, excluded from the scope of grievances are:

1. Subjects involving the amendment or change of Board of Supervisor resolutions and ordinances, which do not incorporate the provisions of this MOU or other employee protections contained in ordinances, resolutions, personnel rules or written policies.

2. Discrimination complaints that allege violations of equal employment opportunity laws or employment discrimination which shall be processed under the County's Discrimination Complaint Procedure.

3. Appeals of the Reduction in Force Articles and Policies which fall under the appeal process contained within that policy.

4. Appeals of disciplinary actions resulting in termination, demotion, suspensions without pay which fall under the County's Civil Service Appeal Procedure.

Section 3. Definitions

A. Grievant - A grievant is an employee in the unit who is filing a grievance as defined herein or two (2) or more employees who have essentially the same grievance within the timelines prescribed herein and who submit their combined grievances as one (1) grievant. A grievance may be initiated, and as determined necessary by the grievant, appealed, by the employee(s) or the Association on the employee(s)' behalf.

B. Working Day - for purposes of this Article, shall mean day(s) in which the County's main administration (CAO's) office is open for business.

Section 4. Grievance Procedure Steps

A. Informal Discussion

Every effort should be made to settle grievances at the lowest level of supervision possible. If an employee has a complaint relating to a work situation, the employee is encouraged to request a meeting with their immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively toward a settlement. Such discussion shall occur within ten (10) working days of the incident

or occurrence giving rise to the complaint. The immediate supervisor shall respond informally within ten (10) working days.

B. Formal Grievance Steps

The formal grievance procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein. If the Director of Human Resources or their designee determines the preceding level reviewing authority does not have the authority to resolve their grievance, the grievant may submit the grievance to the level of authority capable of resolving the grievance, up to and including the Director of Human Resources. An email may serve as a formal submission, provided an automated away message shall delay the effective date of submission until the date of return identified in the automated response.

1. Immediate Supervisor

   A grievant may formally submit a grievance to the immediate supervisor within fifteen (15) working days from the date of the supervisor's informal decision or if the informal discussion has not taken place ten (10) working days from the date of the incident or occurrence giving rise to the complaint. Such a written grievance shall set forth the facts at issue, the relief sought and the time of the occurrence of any alleged incident or violations precipitating the grievance. The supervisor shall respond in writing within ten (10) working days after receiving the grievance. If the grievance is denied, the reasons for this denial shall be given in the supervisor's response. This response shall contain the position to which the next level, either intermediate supervisor or appointing authority, the next level of grievance should be addressed.

2. Intermediate Supervisor

   If the grievance is not resolved by the written decision of the immediate supervisor and if there is an intermediate level of supervision below the appointing authority, the grievant may, within five (5) working days after the date of the supervisor's decision, file a written appeal to the intermediate supervisor who shall respond in writing within ten (10) working days. If the grievance is denied, the reasons for denial shall be given in the supervisor's response. This response shall contain the position to which the next level of employee grievance should be addressed.

3. Appointing Authority

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

authority's judgment and deliver to the grievant a written decision within ten (10) working days. If the grievance is denied, the reasons for denial shall be included in the response.

4. Director of Human Resources or Designee

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

5. Final Resolution

   a. If the decision of the Director of Human Resources or designee fails to resolve the grievance, the grievant may within ten (10) working days notify the Director of Human Resources or designee that the grievant is appealing the Director of Human Resources' or designees' decision after which the grievance shall be submitted to arbitration for final resolution. The decision of the arbitrator is final and binding on all parties, subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.

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

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

C. Basic Rules

1. Costs

   All costs incurred jointly by both parties to the final resolution process shall be borne equally by the parties. Costs incurred separately shall be borne by the

party incurring them.

2. Time Limits

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

3. Representation

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

ARTICLE 22 Promotional Examinations

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

All applicants who pass testing will be awarded one quarter (¼) points for each full year of service with the El Dorado County Sheriff's Office. The points will be added to the total exam score of each applicant, and a final score will be developed.

ARTICLE 23 Promotional Appointments

Based upon final scores, the top five (5) candidates plus any additional candidate(s) having the same final number score as the fifth (5^{th}) candidate shall be certified to the Sheriff for final selection interviews. When certification is made from the eligible list to the Sheriff, the names on the list shall be in random order and shall not be in order of placement on the eligible list. The Sheriff shall appoint the most qualified applicant from among the certified candidates to any opening to Sergeant or Lieutenant. The Sheriff shall consider education, experience and training, initiative, communication skills, interpersonal skills, dependability, and knowledge of law enforcement practices and procedures.

ARTICLE 24 Snow Equipment

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

ARTICLE 25 Committee on Drug Free Workplace and Drug Testing

Section 1. Drug Free Workplace

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

ARTICLE 26 Meals

The County shall provide meals to those Deputy Sheriffs assigned to transportation at a correctional facility in accordance with meal policies established for authorized Correctional Officers.

ARTICLE 27 Mileage Reimbursements

An employee who is required to use the employee's personal vehicle for County business shall be reimbursed at the federal rate as determined by the Internal Revenue Service.

ARTICLE 28 Full Understanding, Modification, Waiver

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

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

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

ARTICLE 29 Peaceful Performance Clause

The parties to this MOU recognize and acknowledge that the services performed by the County employees covered by this MOU are essential to the public health, safety, and general welfare of the residents of the County of El Dorado. The Association agrees that under no circumstances will the Association recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, slowdown or picketing (hereinafter collectively referred to as work stoppage) in any office or department of the County, nor to curtail any work or restrict any production, or interfere with any operation of the County.

Nor will this organization recognize the strike or job action of any organization or engage in any sympathy strike by recognizing the strike, job action or picket lines of any other organization.

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

Section 1. Job Action - Sick Outs

Amending Personnel Rule 1604 Sick Leave

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

1. The appointing authority(s) of the department(s) specified in the CAO declaration shall require that each employee who is unable to report for duty due to illness or injury that is requesting sick leave shall provide a certificate completed and signed by a licensed physician or other qualified medical professional. This certificate shall show that the physician examined the employee during the period of absence from work, state the date of each examination, describe the physician's diagnosis of the employee's illness or nature and extent of the employee's injury and certify that the physician has recommended that the employee be excused from work for medical reasons, and the specific number of days of the recommended excuse. Such medical verification shall be provided to the appointing authority within three (3) working days of the employee's return to work.

2. The employee shall also provide a sworn affidavit justifying their claim of sick leave. Such affidavit shall be provided to the employee by the appointing authority upon their return to work. Each request for sick leave time will be evaluated individually at the time the required documentation is received.

3. An employee shall not be allowed sick leave credit and shall not be compensated for any period of absence unless he/she has complied with the requirements of this policy and unless the information provided therein and otherwise required of or provided by the employee is deemed to substantiate the claimed illness or injury. The employee may appeal a denial of sick leave through the County's Grievance Procedure.

4. It is recognized that the facts which constitute the basis for use of sick leave may vary considerably from employee to employee and that in rare instances, the specific requirements of this rule may not be appropriate or feasible. Accordingly, discretionary variances, (but not waivers from the requirements of these rules) may be considered and allowed by the CAO or designee. Any such variance shall, if feasible, provide for an acceptable alternative means by which the employee involved shall provide assurance of the existence of facts which are adequate as a basis for proper use of sick leave.

ARTICLE 30 Severability

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

ARTICLE 31 Recognition

The County hereby confirms its prior certification of the Association as the recognized employee organization for the employees in the Association as defined in the County's Employer/Employee Relations Policy. The County agrees to meet and confer

and otherwise deal exclusively with the Association on all matters relating to the score of representation pertaining to the said employees as provided under the County's Employer/Employee Relations Policy and authorized by law.

ARTICLE 32 Economic Hardship Reopener

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

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

COUNTY OF EL DORADO

For Jack Hughes Misty Garcia
Liebert, Cassidy, Whitmore
Lead Negotiator for the County
Or Designee

Date 12/10/2024

J. Carruesco
Joey Carruesco
Director of Human Resources

Date 11-27-24

Wendy Thomas
Chair
Board of Supervisors

Date 12/10/24

ATTEST: Kim Dawson,
Clerk of the Board of Supervisors

By Kyna Schaffner
Deputy Clerk

Deputy Sheriffs' Association (DSA)

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

Date 11/21/2024

Colby Karl
President

Date 11/22/24

MEMORANDUM

Of

UNDERSTANDING

Between

The County of El Dorado

And The

El Dorado County Managers' Association (EDCMA)

July 1, 2024 – December 31, 2026

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, 2024, through December 31, 2026. 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, Ruano & Thompson, Inc.
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 their 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, Board of Supervisors' Policy A-19: General Network Usage Policy (or successor policy), 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 thereoDeductions 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 adoption of the July 1, 2024 to December 31, 2026, MOU, the County will increase base wages for all classifications by four percent (4.0%), except as otherwise described herein, and will pay each employee who was and continues to be employed in a job classification included in the MA bargaining unit on the date the Board adopts this MOU, one thousand dollars ($1,000.00) minus applicable payroll deductions as required by law.

In addition to the four percent (4.0%) across-the-board base wage increase, the County will make the following one-time base wage increases to the following job classifications to address compaction and salary relationships, effective the first full pay period following Board adoption of this successor MOU:

(1) 28.73% Sheriff's Correctional Lieutenant

(2) 15.56% Deputy Building Official

(3) 2.69% Sheriff's Public Safety Dispatch Manager

(4) 1.39% Deputy Director of Engineering

(5) Approximately 13.12% Deputy Director of Maintenance & Operations (DDMO), or the actual amount necessary to set, on a one-time, non-ongoing basis, the base salary for DDMO at 5.0% below the salary for Deputy Director of Engineering (DDE), irrespective of any future base wage increases to the DDE, but inclusive of the one-time compaction adjustment given to the DDE, above. Should the DDMO ever report to the DDE, whether on a temporary or ongoing basis, the salary alignment between DDMO and DDE classifications shall not be subject to the Anti-Compaction Differential Provision in Article 5, Section 1, Subsection C, of the MOU.

Effective the first full pay period in July, 2025, or the first full pay period following Board of Supervisors adoption of the July 1, 2024 to December 31, 2026, MOU, whichever date occurs later, the County will increase base wages for all classifications in this Unit, by two percent (2.0%), except as otherwise described herein.

In lieu of the 4.0% base wage increase following Board of Supervisors adoption of the July 1, 2024 to December 31, 2026, MOU, and the 2.0% base wage increase in July, 2025, incumbent employees in the following two job classifications who received on-call compensation during pay periods three (03) and four (04) of calendar year 2025 will receive a one-time, eighteen percent (18.0%) base wage increase to buyout existing on-call compensation in its entirety (no on-call compensation thereafter) effective the first full pay period following Board of Supervisors adoption of this Agreement:

Manager of Mental Health Programs
Program Manager – Protective Services

The salary ranges for these classifications as listed on the adopted salary schedule shall otherwise receive the across-the-board base wage increases prescribed by the MOU.

The employees receiving the 18.0% base wage increase will be "Y" rated pursuant to County Personnel Rule 289 - "Y" rate, notwithstanding any contrary applicability or eligibility limitations of that Rule (i.e., reclassification). During the term of the "Y" rating, wages for these employees may not be used to make an anti-compaction differential or wage increase for any other job classification pursuant to Article 5, Section 1, Subsection C.

C. Anti-Compaction Differential

Unit members will be compensated at least 15% greater than the step 1 base wage of their highest paid subordinate job with four exceptions. The four exceptions which are listed here below will be compensated at least 10% greater than the step 1 base wage of their highest paid subordinate job classification:

Assessment Manager
Mental Health Medical Director
Supervising Deputy Public Defender
Supervising Civil Engineer

Where the step 1 base wage for Unit job classifications is not greater than the step 1 base wage of the Unit member's highest paid subordinate as specified above, the Unit member shall receive an anti-compaction stipend ("differential") in the fixed dollar amount equal to the difference between the Unit member's step 1 base wage and the prescribed wage

alignment ("compaction"), proportionate to their Full-Time Equivalency (calculated as compaction % x step 1 base hourly rate x FTE = stipend amount). The differential shall be paid each full pay period in which the employee is assigned the subordinate employee whose step 1 base wage creates compaction.

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 May 12, 2009, 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 the employee's 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 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, 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. Newly hired employees hired after pay period one (01) but before pay period thirteen (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 thirteen (13) of the new employee's first year. Part-time employees shall receive this holiday time on a prorated basis proportionate to their FTE.

Floating holidays shall be taken at a time agreeable to both the employee and the appointing authority.

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

Full-time employees shall receive holiday pay for all authorized holidays at their current hourly rate, calculated as base hourly rate plus all percentage of base hourly rate pays (including, but not limited to longevity and CPA Incentive pay, as applicable to the employee), 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. Part-time employees shall be entitled to holiday pay as described above in proportion to the employee's 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

A. Sheriff's Office employees who work in a twenty-four hour (24) hour seven (7) day a week operation as designated by the Sheriff who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays may each calendar year elect Holiday in Lieu Pay, in lieu of having the official County holidays as designated days off. Employees must make their election by December 15 for each calendar year. Once made, an employee may not change their election during the calendar year.

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

C. Employees transferring between 24-hour coverage shifts and non-24-hour coverage shifts shall have their holiday allowance computed and conversion approved by the County Administrative Office and the Auditor-Controller's Office at the time of such transfer. Employees must be in a paid status in the pay period in order to receive this prorated holiday pay.

D. Employees who choose to receive Holiday in Lieu Pay may be reassigned to other work sites on County holidays and perform other duties as required.

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 the employee's 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. Use of Vacation shall be limited to those hours that were accrued as of the prior pay period; vacation cannot be used in the pay period in which it is earned. Upon separation 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 be 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 their 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) pursuant to the form prescribed by the County Auditor-Controller. 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 in one (1) 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. Participating employees (the giver and/or receiver) shall be responsible for payment of any applicable taxes as required by the IRS or law. 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 the employee 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, or as otherwise allowed as bereavement leave under the law. Immediate family means parent, spouse, registered domestic partner, child, sibling, parent-in-law, sibling-in-law, grandparents or grandchildren by blood or marriage, or person whom 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 themself 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, including retirement, an employee must have five (5) or more years of continuous 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.

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. Management Leave 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 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 the employee's normal working hours shall be deemed to be on duty and there shall be no loss in salary, but any jury fees received by the employee shall be paid forthwith to the Auditor/Controller to be deposited in the General Fund of the County, together with any mileage allowed if they 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 the employee 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 they 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. PERSONAL LEAVE

Regular and limited term employees shall be entitled to up to sixteen (16) hours of personal leave time. This time will be credited in pay period 01 of each year. Continuing employees shall receive up to sixteen (16) hours of personal leave in pay period 01 of each year. Employees who newly enter a MA classification as a new hire or from a different classification or bargaining unit where they did not otherwise receive personal leave that calendar year shall receive personal leave on their appointment date as follows:

Appointment Date	Full-Time	Part-Time
In pay periods 1-13	16 hours	Prorated proportionate to employee's FTE
In pay periods 14-26	08 hours	Prorated proportionate to employee's FTE

Personal Leave shall be taken at a time agreeable to both the employee and the appointing authority, and will not be considered holidays for payroll purposes.

Personal Leave time must be used by the last day of pay period 26 of each year and is not subject to the payoff provisions. Any unused personal leave time will be lost.

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 September 28, 2019:

1) Individuals who have separated from County service and are subsequently re-hired and all future new employees hired on or after September 17, 2019, will not be eligible for longevity pay.

2) Employees who were hired on or before September 16, 2019, 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 on or before September 16, 2019, 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 June 20, 2020. As of June 21, 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

An employee in the class of Assistant District Attorney may be assigned "on call" duty 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 four hundred dollars ($400) per weekly assignment of such duty.

B. MAINTENANCE SUPERINTENDENT / DEPUTY DIRECTOR OF MAINTENANCE AND OPERATIONS

In the Department of Transportation, an employee in either the Maintenance Superintendent or Deputy Director of Maintenance and Operations 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, provided that only one (1) employee may be assigned the on-call status at any given time.

Section 3. CERTIFIED PUBLIC ACCOUNTANT (CPA) INCENTIVE

A. Employees in the classes of Fiscal Administrative Manager, Fiscal Manager, Accounting Division Manager TTC, 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 Fiscal Administrative Manager, Fiscal Manager, Accounting Division Manager TTC, 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. BUILDING CERTIFICATION PROGRAM

The County shall provide a certification program for all eligible Planning and Building Department (or successor agency). 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

1. Employees in the Sheriff's Correctional Lieutenant classification who are required to wear a County prescribed uniform, as assigned by the appointing authority, as a regular part of their duties, and, when they are required to buy and maintain those uniforms, shall receive a uniform allowance of forty-one dollars and sixty-six cents ($41.66) paid twenty-four (24) pay periods per year (the first two paydays of each month).

2. All other employees who are required to wear a County-prescribed uniform, as assigned by the appointing authority, as a regular part of their duties, and, when they are required to buy and maintain those uniforms, shall receive a uniform allowance of 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 SERVICES EMPLOYEES

The Manager of Animal Services 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. 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. GEOGRAPHICAL DIFFERENTIAL

Employees who reside in the Tahoe Basin (defined as the Tahoe Regional Planning Agency jurisdiction boundary around Lake Tahoe) shall receive two hundred dollars ($200.00), paid twenty-four (24) pay periods per year (the first two pay days of each month); employees regularly scheduled to work twenty (20) hours or fewer per week (0.5 FTE or less) shall receive half this amount. For purposes of determining eligibility, an employee's residence shall be as documented by the physical home address on record with County Payroll.

Section 9. MILEAGE REIMBURSEMENT

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

Section 10. 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 equivalent, as described below, to 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 within five (5) working days after 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 at the discretion of the Chief Administrative Officer, an employee will be entitled to pay for a higher classification in accordance with the provisions of this Section.

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. In lieu of Personnel Rule 608, Salary on Promotion, an employee who is in an Acting Pay Assignment pursuant to this Section shall receive a Temporary Upgrade Pay (TUP). The TUP will be an hourly rate equal to the sum of the differences in the base hourly rate and percentage-of-base hourly differentials (i.e. longevity, hazardous material assignment differential, POST certificate pay, CPA pay, etc. as applicable) between the employee's current classification and the nearest step within the higher acting classification's salary range that is not less than five percent (5%) more than their current step; provided, however, in no case shall the hourly wage calculated for the difference be more than the top step in the new salary range.

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

F. Higher pay assignments shall not exceed six (6) months except through reauthorization by the Director of Human Resources or designee.

G. 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.

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 11. 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 participating employees. Such contribution shall be made to either a 457 or 401(a) plan at the discretion of the County's deferred compensation plan fiduciary. Each new employee, and existing Unit members not currently enrolled, will be automatically enrolled in the County's Deferred Compensation program for purposes of administering this provision, unless the employee chooses to opt out within forty-five (45) calendar days of hire (calculated as date of hire + 44 days), or as otherwise specified in the plan document. Specific terms and conditions of the deferred compensation program are controlled by the plan document.

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.

Section 12. PROCUREMENT CERTIFICATION INCENTIVE

A. Employees who are assigned by the appointing authority or their designee in writing to manage the County's central procurement division and charged with performing professional procurement responsibilities and who are a Certified Public Procurement Officer (CPPO) shall receive a differential of five percent (5.0%) of base salary for each hour in paid status for possessing such certification.*

B. Employees who are assigned by the appointing authority or their designee in writing to manage the County's central procurement division and charged with performing professional procurement responsibilities and who are a Certified Professional Public Buyer (CPPB) shall receive a differential of two and one half percent (2.5%) of base salary for each hour in paid status for possessing such certification.*

C. Each employee eligible to receive this incentive shall provide proof of valid certification in the form of a copy of the certification, an official notification letter from the certifying body (Universal Public Purchasing Certification Council or successor body), or a copy of an online certification standing from the UPPCC. Eligibility to receive the incentive will cease 1) upon the date of certification withdrawal, expiration, decertification, or other termination, or 2) upon change in job assignment that no longer qualifies the employee for the differential. The duties and responsibilities of the County's central procurement division (the Chief Administrative Office, Procurement and Contracts Division or successor named department/division) and the activities that constitute professional procurement responsibilities shall be at the discretion of the appointing authority or their designee. When such assignment is terminated at the discretion of the appointing authority or their designee for non-disciplinary reasons and the employee is no longer entitled to Procurement Certification Incentive pay, such loss of Procurement Certification Incentive pay shall not be considered a "punitive action" and is not subject to appeal or grievance.

* Represents total amount of incentive granted; amount shown is not cumulative with the incentive for being a Certified Professional Public Buyer (CPPB) (i.e., if a qualifying employee is both a CPPO and

a CPPB, such employee still only receives a maximum incentive of five percent (5.0%) of base salary for each hour in paid status).

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, the County will contribute a prorated share of the costs listed as specified in Article 13, Section 2.E. 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 for at least sixty-four (64) hours during a pay period. 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. An employee who is off work and who is both eligible for and

designated a benefits-protected leave under State or Federal law such as FMLA/CFRA shall be eligible for continuation of the County's Contribution to the extent provided by law for the duration of the designation or up to the time of the employee's separation from County service whichever occurs first.

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 Contributions, as identified below, in order to retain benefit coverage under the County sponsored Health/Dental benefit plan.

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

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. 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

1. An employee 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 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 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 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 eighty thousand dollars ($80,000.00) 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 (AD&D) coverage is included in this Plan.

The County has the non-appealable right to increase the group term life insurance plan and AD&D coverage amounts for classifications covered by this MOU.

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 the employee's 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

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

Section 2. PROCEDURE FOR PERMANENT LAYOFFS

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

A. The 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 the employee's 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 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 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 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 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 Article.

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. Article 16, Section 1 is excluded from the scope of grievances. Furthermore, appeals of the Reduction in Force Articles and policies which fall under the appeal process contained within that policy are also excluded.

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 their 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 their 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 their 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 ninety (90) days prior to the expiration of the current agreement term.

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

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 they have 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 their 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 WORKPLACE

The County and the Association agree that they are committed to providing and maintaining a drug free workplace in accordance with the Drug Free Workplace Act of 1988. It is understood that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace 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 workplace, 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 workplace or affecting work performance.

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

COUNTY OF EL DORADO

Jack Hughes
Liebert, Cassidy, Whitmore
Lead Negotiator for the County
Or Designee MARK GARCIA

Date 3/25/2025

Joseph Carruesco
Director of Human Resources

Date 3-24-25

EL DORADO COUNTY MANAGERS' ASSOCIATION
EDCMA

Jon Crawford
Labor Representative
Or Designee

Date 3/20/25

Jon Eslick

David Brownstein

BOARD OF SUPERVISORS

Chair, George Turnboo

Date 4/1/25

ATTEST: Kim Dawson,
Clerk of the Board of Supervisors

By
Deputy Clerk

Date 4/1/25

MEMORANDUM OF UNDERSTANDING

Between

The County of El Dorado

And

The El Dorado County Law Enforcement Management Association

(EDCLEMA)

January 1, 2022 through December 31, 2023

MEMORANDUM OF UNDERSTANDING
EDCLEMA
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MEMORANDUM OF UNDERSTANDING BETWEEN

THE COUNTY OF EL DORADO

AND THE

EL DORADO COUNTY LAW ENFORCEMENT MANAGEMENT ASSOCIATION

PREAMBLE

It is the purpose of this Memorandum to set forth the wages, hours, and other terms and conditions of employment for employees represented by the El Dorado County Law Enforcement Management Association (EDCLEMA or Association).

ARTICLE 1. TERMS & CONDITIONS OF EMPLOYMENT

Section 1. Negotiation

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 Law Enforcement Sworn Management 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 (MOU) 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 MOU shall be presented by EDCLEMA to the employees in the Unit for ratification by said employees, 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 January 1, 2022 through December 31, 2023. All provisions shall become effective upon final approval of the Board of Supervisors, unless otherwise indicated herein.

Section 4. Complete Understanding

This MOU cancels all previous letters of agreement excepting the letter of agreement adopted July 16, 2019, pertaining to the closure of the Juvenile Detention Facility in Placerville, which shall remain in full force and effect until it terminates on July 1, 2023, This MOU shall supersede any policies, practices, or ordinance provisions with which it may be in conflict. The

County of El Dorado Personnel Rules shall remain in force and effect other than where superseded by specific provisions of this MOU.

Section 5. 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 Law Enforcement Management Association
Goyette, Ruano & Thompson, Inc.
2366 Gold Meadow Way Suite 200
Gold River, CA 95670

EDCLEMA 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.

ARTICLE 2. COUNTY RIGHTS

County retains, solely and exclusively, all the rights, powers and authority exercised 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 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 3. ASSOCIATION RIGHTS

Section 1. Representation

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

Section 2. Communications

Official EDCLEMA 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 EDCLEMA representatives shall be released from duty during the grievance procedure or when meeting with management. EDCLEMA shall notify the Director of Human Resources or designee of the names of employees who are official representatives of EDCLEMA.

Section 4. Use of County Buildings

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

Section 5. E-mail

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

1. Emails shall not be drafted during working hours (not including duty free breaks and lunches);

2. The subject line of the email shall read “Association Information”; and

3. 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

The County shall deduct membership dues from EDCLEMA member wages and remit to the proper officers of EDCLEMA in accordance with existing practice to the extent allowed by law.

The County shall not be liable to EDCLEMA, 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. EDCLEMA 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 of EDCLEMA dues, EDCLEMA fees, reasonable cost of County's attorney fees and costs, and the reasonable cost of management preparation time. The County shall not be made a party to any administrative or court proceedings to determine EDCLEMA dues and/or fees.

ARTICLE 4. SALARY RATES AND STEP ADVANCEMENTS

Section 1. Base Salary Ranges and Rates

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

A. Probation Law Enforcement Management

Effective the first full pay period following adoption of the January 1, 2022 – December 31, 2023 MOU by the Board of Supervisors, the County will increase base wages for Unit classifications in the Probation Department by 13.03% to bring base salaries approximately to the median (+/- 1%) of the County's May 2022 comparable agency compensation study of the benchmark classification.

Effective the first full pay period in July, 2023, the County will increase base wages for all Unit classifications in the Probation Department by 2.0%.

B. District Attorney Law Enforcement Management

The wage scale for the Chief Investigator (District Attorney) classification will match the wage scale for the Sheriff's Captain classification.

The wage scale for the Assistant Chief Investigator (District Attorney) classification will match the wage scale for the Sheriff's Lieutenant classification.

C. Sheriff Law Enforcement Management

The salaries for the classifications of Captain and Lieutenant shall be set in accordance with Proposition A - El Dorado County Charter Provision 504, as amended, for each calendar year under the following method:

1. Base hourly rate survey of the comparable class position for Captain and Lieutenant shall be conducted in December of each calendar year to determine the average base hourly rate of the comparable agencies, as defined in Charter Provision 504. The County used Deputy Sheriff II as the benchmark for all 504 adjustments effective January 1, 2018.

2. The results of the base hourly rate surveys will be shared with the Association after the Board of Supervisors' review but prior to the Board of Supervisors' vote on any base hourly rate adjustments.

3. If January 1 falls in the first week of a biweekly payroll period, the salaries for the calendar year just beginning shall be effective the first day of that payroll period.

   If January 1 falls in the second week of a biweekly payroll period, the new salaries shall begin at the start of the payroll period which follows the one in which January 1 is contained.

As needed for implementation of Section 1.C.3., base hourly rate increases shall be retroactively paid to the first day of the applicable pay period.

Section 2. Full-Time, Part-time

I. FULL- TIME EMPLOYEES - A full-time employee shall receive the full amount of salary based upon the step in the range for the classification to which the employee is assigned by his/her appointment, if the total hours in pay status for the biweekly pay period as shown equals or is greater than eighty (80) hours. A full-time employee who is not in pay status for eighty (80) hours for a particular biweekly pay period as shown in the Payroll Time Report shall be entitled only to the total hours in pay status as shown by the Payroll Time Report.

2. PART- TIME EMPLOYEES - A part-time employee shall receive that portion of the salary based upon the step in the range for his/her classification to which the employee is assigned and the number of hours in pay status in the pay period. Part- time employees shall earn vacation with pay and accrue sick leave and holiday pay on a prorated basis based upon the number of hours in pay status in the pay period. In other respects, provisions of this MOU applicable to full-time employees, such as management leave, cafeteria plan and health and dental benefits shall apply to part- time employees on a pro-rated basis unless specifically defined otherwise herein.

Section 3. Salary Step Assignments

1. INITIAL STEP PLACEMENT - Except as specified below, the entrance salary for a new employee entering County service shall be the first step of the salary range for the class to which the employee is appointed. In exceptional cases after reasonable effort has been made to obtain employees for a particular class, employment of individuals who possess special qualifications higher than the minimum qualification prescribed for the particular class may be authorized at a higher step upon recommendation of the appointing authority.

2. ADVANCED STEP HIRING OF NEW EMPLOYEES - An appointing authority may hire a new employee (does not include promotions or transfers) at up to the third step of the salary range of the employee's classification.

The appointing authority shall only hire at an advanced step if the candidate possesses exceptional skills or qualifications that would be highly beneficial to the County or department, or if due to the difficult nature of the recruitment, few qualified candidates were available and it is necessary to hire at an advanced step in order to obtain a person to fill the vacancy. The appointing authority shall file a written justification for any advance step hiring with the Department of Human Resources.

3. SALARY UPON REEMPLOYMENT - A full-time or part-time employee who resigns in good standing and is reappointed in the same or closely related class within the same classification series within two (2) years of resignation, shall be eligible, with the approval of the appointing authority, to be reappointed at any step up to and including the step received prior to resignation. If the appointing authority wishes to rehire the employee at a step which exceeds the step paid at the time of resignation, approval shall be required consistent with the Early Salary Range Step Advancement Policy. For purposes of vacation accrual, 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.

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 will not be eligible for County contribution to retiree health insurance.

4. APPOINTMENT OF EXTRA HELP TO AN ALLOCATED POSITION – An employee who is appointed to a full-time or part-time position in the same class in which the employee was immediately prior Extra Help, without break in service, shall receive the same step of the range the employee received in Extra Help capacity. Time as an Extra Help employee shall not count toward eligibility for salary step increases.

5. SALARY STEP PLAN - Eligibility for salary step movement shall be based upon time in classification and based upon merit, at the sole discretion of the appointing authority and with no right to appeal.

A. Salary Step Movement

1. 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.

2. 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 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.

3. All increases shall be effective on the first day of the biweekly pay period following completion of the required period of service, excluding an increase from Step 1 to Step 2 pursuant to Section 5(A)(1), which shall be effective on the first day of the biweekly pay period following the recommendation of the appointing authority.

B. Early Step Advancement

1. An appointing authority may advance employees from the second step to the third step of the salary range of the employee's classification after the employee has completed at least six (6) months of service in the prior step of the salary range of that classification, if the appointing authority has made the following determinations in writing to the Department of Human Resources:

a) That the employee's performance and abilities are outstanding, as documented in an attached performance evaluation;

b) That they are functioning as fully qualified and advanced level employees;

c) That the amount of the additional salary and benefit cost are available in the department's budget for the balance of the fiscal year (department's calculations to accompany the estimate);

d) That should the County's financial condition require reductions in departmental appropriations during the fiscal year, the department agrees to identify

departmental savings that will offset the added cost of the early step advancement.

2. Fourth and Fifth Steps – An appointing authority may recommend to the CAO or his/her designee that an employee be advanced from the third step of the salary range to the fourth step or from the fourth step of the salary range to the fifth step of the salary range after the employee has completed at least six (6) months of service at that step. The appointing authority must submit justification to the CAO that clearly demonstrates that the employee's skills, knowledge, and ability, as evidenced by significant achievement of countywide importance and/or their continuing outstanding performance, is such that it places them clearly above the level of their fellow employees. The request should include the same salary and benefit cost estimation and financial condition disclaimer as provided in subsections above.

3. Procedure - All merit salary step advancements must be initiated by the appointing authority on the form or manner prescribed by the Department of Human Resources and accompanied by an employee evaluation filed with the Director of Human Resources or designee prior to the proposed effective date of the merit salary step advancement. Salary step advancements shall be effective on the first day of the biweekly pay period following completion of the required period of service. The Director of Human Resources or designee shall notify the County Auditor of every approved merit salary step advancement.

C. Anniversary Date - Changes in an employee's salary because of promotion or upward reclassification will set a new anniversary date for that employee. The salary anniversary date for an employee shall not be affected by a transfer or downward reclassification. Changes in salary ranges for a classification will not set a new salary anniversary date for employees.

Section 4. Salary Step on Promotion

1. Salary on Promotion - An employee who is appointed to a position in a class allocated to a salary range for which the top step is higher than the top step of the class that the employee formerly occupied, shall receive the nearest step within the new salary range which shall not be less than five percent (5%) more than his/her former salary step provided, however, that in no case shall the increased salary be more than the top step in the new range. The effective date of a promotion shall be the first day of the first full pay period following the appointment.

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

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

Section 5. Salary on Demotion

1. Salary upon Voluntary Demotion to Another Position or Class – An employee who voluntarily demotes to a position of a class having a lower salary range than the class previously occupied by the employee, shall have his/her salary reduced to the salary step within the lower range which is closest to, but not exceeding the salary received before the demotion. The employee's eligibility for salary step advancement shall not change as a result of demotion.

2. Salary Upon Demotion During Probation - A full-time or part-time employee who, during the employee's probationary period, is demoted to a class which the employee formerly occupied in good standing during the same period of continuous service, shall have the employee's salary reduced to the salary the employee would have received if the employee had remained in the lower class. The employee's eligibility for salary step advancement shall be determined as if the employee had remained in the lower class throughout the employee's period of service in the higher class.

3. Salary Upon Involuntary Demotion to a Lower Class - A full-time or part-time employee, to whom the circumstances described in Section 1. and 2. above do not apply, who is demoted involuntarily to a position of a class which is allocated to a lower salary range than the class from which the employee is demoted, shall have the employee's salary reduced to the salary step in the lower range for the new class which is closest to but not exceeding the salary step received before the demotion, except in cases of involuntary demotion as a result of discipline. In cases of discipline, an employee may be demoted to any step of the salary range in a lower class. The employee's eligibility for salary step advancement shall not change as a result of demotion.

4. Demotion Within a Salary Range - an employee may only be demoted to a lower salary step within a salary range as a disciplinary action in accordance with County rules and regulations. The employee's eligibility for salary step advancement shall be based on the effective date of the demotion in accordance with Section 3.5 above.

Section 6. Salary on Transfer

1. A full-time or part-time employee may transfer from one allocated position in one class to another allocated position in the same class, or in another closely related class at the same salary range or a class which has a salary range the top step of which is within five percent (5%) of the top step of the range of the previously occupied class. In such case an employee shall be paid at the salary step in the salary range for the new class which is the closest to, but not exceeding the salary step the employee previously received.

2. For purposes of further annual increase within the salary range, his/her anniversary date shall remain the same as it was before the transfer. The effective date of all transfers shall be the first day of the pay period.

Section 7. Changes in Salary Ranges

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

Section 8. Salary Step on Reclassification

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

1. Lateral Reclassification - If the position is reclassified to a class that is allocated to the same salary range as is the class of the position before it was reclassified, the salary step and anniversary date of the employee shall not change.

2. Upward Reclassification - If the position is reclassified to a class which is allocated to a higher salary range than the class of the position before it was reclassified, the salary step of the employee shall be governed by Section 4, Salary Step on Promotion.

3. Downward Reclassification - If the position is reclassified to a class which is allocated to a lower salary range than the class of the position before it was reclassified, the employee shall receive the step, if any, in the new range which is the same as but does not exceed the salary he/she was receiving prior to reclassification and his/her anniversary date shall not change. If the salary step of the employee is greater than the maximum step of the new range, the salary step of the employee shall be designated as a "Y" rate and the salary will be frozen until the top step salary of the new classification equals or exceeds the present salary. At that time, the employee will be placed on the top step and will become eligible for cost of living increases granted to incumbents of that classification.

Section 9. Salary Provisions Upon Restoration

An employee who has been laid off or voluntarily demoted as a result of layoff and subsequently restored in their former classification within a two (2) year period from the date of his/her layoff or voluntary demotion, shall receive the following considerations and benefits:

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 prior service shall be credited for the purpose of determining sick leave and vacation accrual rates, shift selection, longevity pay increases and time in step.

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

ARTICLE 5. 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 shall be the first Thursday (or first Wednesday if Thursday is also a holiday) following the close of the biweekly pay period.

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:

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 - Veterans Day
8. November - Thanksgiving Day
9. November - Friday after Thanksgiving
10. 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).
11. December 25 - Christmas Day

1. 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.

2. Floating Holidays - In Lieu of Lincoln’s Birthday and Columbus Day 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 employees hired after pay period one (01) but before pay period thirteen (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 thirteen (13) of the new employee’s first year. Part-time employees shall receive this holiday time on a prorated basis proportionate to their Full-Time Equivalency (FTE).

Floating holidays shall be taken at a time agreeable to both the employee and the appointing authority.

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.

Section 3. Compensation for Holidays

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

Section 4. Holiday in Lieu Pay

Employees 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:

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 (1) 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:

1. Employees with less than four years continuous service shall accrue vacation credit at the rate of .03875 an hour for each full hour in pay status (equal to 3.1 hours for full-time in a full pay period). In no case shall an employee with less than four years continuous service accumulate more than 240 hours vacation leave.

2. Employees beginning their 5th year of continuous service shall accrue vacation credit at the rate of .05875 hour for each full hour in pay status (equal to 4.7 hours per full- time in a pay period). In no case shall an employee with more than four years continuous service accumulate more than 320 hours vacation leave.

3. Employees beginning their 12th year of continuous service shall accrue vacation credit at the rate of .07750 hour for each full hour in pay status (equal to 6.2 hours per full-time in a pay period). In no case shall an employee with more than eleven years continuous service accumulate more than 320 hours vacation leave.

Section 2. Provisions

Vacation leave shall be accrued from each eligible full-time or part-time employee's date of hire. Employees shall be entitled to use accrued vacation leave upon completion of two (2) full pay periods of continuous service. Upon termination of an employee's employment, for any cause, the employee shall be paid for any unused vacation hours accumulated, up to the maximum amount permitted to be accumulated.

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.

Section 3. Vacation Scheduling

It is the policy of the County that managers take their vacation each year; provided however, that for reasons deemed sufficient by the appointing authority, a manager 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.

In the event a member is not permitted to take all of the vacation to which he or she is entitled in a calendar year, the member shall be permitted to accumulate the unused portion to the member’s credit, provided that the member shall not have a total vacation credit of more than the maximum allowed herein.

All requests for vacation must be approved by the member’s appointing authority or designee; the appointing authority is responsible for ensuring that the manager 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 to require vacation leave is taken in order to avoid forfeiture.

Section 4. Donation of Vacation

A member 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). A member 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 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.

1. 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.

2. Use of paid 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.

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:

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, chiropractic or optical care or consultation.

3. 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.

4. 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 for which the employee has been designated 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:

1. Disability arising from any sickness or injury purposely self-inflicted or caused by the employee's willful misconduct.

2. 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

1. 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.

2. 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 his/her SDI will equal one hundred percent (100%) of the total base salary. It is the employee's responsibility to file for State Disability and make all arrangements with the Auditor's Office for leave integration.

Section 6. Administration of Sick Leave

Each 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.

1. 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.

2. 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.

3. Sick leave abuse is defined as follows:

   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.

   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 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 (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.

   It is important to note that the 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.

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

5. Each appointing authority shall maintain complete and current records of sick 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, voluntary separation, or retirement, an employee must have five (5) or more years of County service.

1. 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.

2. 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.

ARTICLE 9. LEAVES

Section 1. Management Leave

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

1. Part-time employees shall receive a prorated share of management leave based upon their ongoing work schedule (FTE).

2. Employees hired after July 1 of each year shall receive half the designated entitlement of management leave.

3. Any unused management leave 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

1. 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.

2. 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.

3. 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 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 CAO, may place an employee on leave of absence with pay (suspended with pay) as defined in the Personnel Rules.

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 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. POST Certificate/Longevity Pay

1. A regular full-time or part-time employee shall, for all hours in pay status, be paid longevity pay for continuous service with the County as follows, except as provided in Article 10, Section 1.2 and 1.3 below:

   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.

2. In lieu of longevity pay, EDCLEMA members may receive POST certificate pay as follows, except as provided in Article 10, Section 1.3 below:

   Intermediate POST certificate 5% of base salary

   Advanced POST certificate 10.0% of base salary*

   Supervisory POST certificate 12.0% of base salary*

   Management POST certificate 13.0% of base salary*

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

3. Except as provided for in Article 15, Section 4.6, Status on Reemployment, employees added to the Unit on or after the day the Board of Supervisors adopts the 2016-2021 MOU will not be eligible for longevity pay.

   New members in the Sheriff's Office entering the Unit after November 15, 2011, shall receive the following POST pay, and shall not receive Longevity Pay.

Intermediate POST certification $3,500*

Advanced POST certificate $7,500*

Supervisory POST certificate $9,000*

Management POST certificate $9,700*

*Represents total amount of certificate pay granted; amount shown is not cumulative. Amount shall be paid over 26 pay periods.

Employees who were in the Unit prior to the day the Board of Supervisors adopts the 2016-2021 MOU, and who are otherwise eligible for longevity pay upon completion of the required period of service, 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 as provided in Section 1.1. However, these employees will not be eligible for any further longevity pay advancement after 15, 20, 25, and/or 30 years of service.

Employees who were in the Unit prior to the day the Board of Supervisors adopts the 2016-2021 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 pay period including December 31, 2021. Effective the first full pay period following December 31, 2021, 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

"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 $196.80 per weekly assignment of such duty.

Section 3. Uniform Allowance

SHERIFF'S OFFICE - Employees who are required by the Sheriff 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 forty-one dollars and sixty-six cents ($41.66) paid 24 pay periods per year (the first two pay days of each month).

DISTRICT ATTORNEY'S OFFICE/PROBATION DEPARTMENT - In departments other than the 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 ten dollars ($10) paid 24 pay periods per year (the first two pay days of each month).

Section 4. Bilingual Differential

When an appointing authority designates in writing that an employee must utilize bilingual skill as a required component of the employee's job duties, and necessary in the delivery of County services, the employee will be paid a bilingual differential of one dollar ($1.00) per hour for all hours in paid status. 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 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 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. 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. 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 (defined as the Tahoe Regional Planning Agency jurisdiction boundary around Lake Tahoe);
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 record with County Payroll. 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. Mileage Reimbursement

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

Section 7. Education Incentive

For eligible employees in the classification of Sheriff's Captain, Sheriff's Lieutenant, and Chief Investigator (D.A.) to receive education incentives for a Bachelor of Arts (BA), Bachelor of Science degree (BS), Master of Arts (MA) or Master of Science (MS), the degree must be from an accredited institution. An accredited institution means an institution that has received accreditation from one of the following regional accrediting bodies: Western Association of Schools and Colleges, North Central Association of Colleges and Schools, Northwest Commission of Colleges and Universities, Middle States Commission on Higher Education, Southern Association of Schools and Colleges, and New England Association of Schools and Colleges. Education incentives including certification programs must be approved by the appointing authority in writing and submitted to the Department of Human Resources for verification.

- 2.5% of base salary for the FBI National Academy Certification
- 5% of base salary for Command College Certification
- 5% of base salary for a BA/BS from an accredited institution
- 5% of base salary for a MA/MS from an accredited institution

The education incentive is cumulative but the maximum educational incentive an eligible employee may receive is 10%.

Any and all submittals for additional pay in regard to this section are subject to periodic review for validation of accreditation of institution and any employee may be subject to full repayment of any funds received and/or subject to discipline if the degree the employee submitted is found to be invalid as defined above.

Section 8. Acting Pay Assignments

1. 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. Once an initial assignment terminates and the employee is working in the same acting assignment regardless of work area assignment, the fifteen (15) working days will be waived for any additional acting assignment that occurs within a twelve (12) month period or up to eighteen (18) months at the discretion of the appointing authority, and will receive acting pay effective the first day. An employee is eligible for acting pay under the following conditions:

   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.

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.

2. Notwithstanding (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 CAO, 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.

3. Employees selected for the assignment will meet the minimum qualifications for the higher classification. If the employee does not, the appointing authority, prior to assigning the employee to the acting position, must provide justification for such selection to Human Resources for approval.

4. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this MOU.

5. Higher pay assignments shall not exceed six (6) months except through reauthorization by the Human Resources Director or designee.

6. If approval is granted for pay for work in a higher classification and the assignment is terminated and later re-approved for the same employee within thirty (30) days, no additional waiting period will be required.

7. Shift differentials, and/or work location differentials will be paid on the basis of the rate of pay for the higher class.

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 determined by this agreement.

Section 9. Deferred Compensation

1. 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.

2. 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 managers. Eligible managers are those employees who have ten (10) or more years of County service.

3. 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 manager'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.

Section 10. Deputy Chief Probation Officer – Institutions Differential

1. During the term of this Memorandum of Understanding, the Deputy Chief Probation Officer assigned to manage both the Placerville Juvenile Hall and the Juvenile Treatment Center in South Lake Tahoe shall receive a five percent (5%) differential of the employee's base hourly rate of pay.

2. When such assignment is terminated at the discretion of the appointing authority and the employee is no longer eligible for the Deputy Chief Probation Officer – Institutions Differential, such loss of pay shall not be considered a "punitive action" under the Public Safety Officers procedural Bill of Rights Act (Government Code section 3300 et. seq.) and is not subject to appeal or grievance.

ARTICLE 11. RETIREMENT

Section 1. CalPERS Retirement Formulas

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

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 Final Compensation.

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.

Safety Tier 3 - Effective January 1, 2013, New members shall have retirement benefits calculated using the retirement formula of 2.7% at 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.

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

Safety Tier 3 members will pay fifty percent (50%) of the normal cost of their pension.

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. Employer Paid Member Contribution (EPMC)

The County shall provide covered employees in the Probation Department with EPMC reporting credit as soon as it is provided to any other employee group within the County.

Section 4. Survivors Benefits

The County will provide members Level IV tier of the 1959 Survivors Benefits. 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 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 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 (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 of coverage is on a calendar year (January 1 – December 31). Rates for the ensuing calendar year for the union 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 in 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 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.

5. 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 is pay from work hours, compensatory time off, vacation or sick leave for at least sixty-four (64) hours during a pay period. 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. An employee who is off work and who is both eligible for and designated a benefits-protected leave under State or Federal law such as FMLA/CFRA shall be eligible for continuation of the County's Contribution for the duration of the designation or up to the time of the employee's separation from County service whichever occurs first.

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 Contributions, as identified below, in order to retain benefit coverage under the County-sponsored Health/Dental/Vision benefit plans.

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

7. 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 Plan Document.

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. 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

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. 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 Optional Benefit Plan. Provisions generally include the following:

A. El Dorado County Health Care Account – Eligible employees may elect to receive medical and dental benefits under the County Optional Benefits Plan.

B. Supplemental Life Insurance – 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 set up an account for reimbursing dependent care expenses subject to the provisions of the Optional Benefit 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. Cash – an employee eligible under this section, who has elected to receive the employee's optional benefit or portion thereof in cash, may receive cash, which is taxable income, subject to the provision of the Plan.

F. Part-time Employee – a part-time employee, who on December 31, 1989, was provided with the full Optional Plan benefit as a full-time employee, shall continue to be eligible for the full Optional Benefit Plan benefit.

1. An employee who is hired on or after January 1, 1990, and whose regular work schedule as documented on the Payroll Personnel Form is between 64-79 hour per pay period, will be entitled to the same Optional Plan benefit for a full-time employee.

2. A part-time employee who is hired on or after January 1, 1990, and whose regular work schedule as documented on the Payroll Personnel form is between 40-63 hours per pay period, will be entitled to receive seventy-five percent (75%) of the Optional Plan benefit for a full-time employee.

3. A part-time employee who is hired on or after January 1, 1990, and whose regular work schedule as documented on the Payroll Personnel form is between 34-39 hours per pay period, will be entitled to receive fifty percent (50%) of the Optional Plan benefit for a full-time employee.

4. A part-time employee who is hired on or after January 1, 1990, and whose regular work schedule is less than 34 hours per pay period shall not be eligible for participation in the Optional Benefit Plan.

5. A part-time employee may work additional or fewer hours than the employee's "ongoing" work schedule without change to the level of entitlement based upon the number of hours initially set forth on the Payroll Personnel Form prorated contribution.

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

Section 3. Employee Assistance Plan

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

Section 4. Retiree Health Insurance

A. 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) with El Dorado 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) 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%

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

   (a) Miscellaneous Provisions.

2. 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.

3. 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 provisions of the Retiree Health Benefits Contribution Plan Document. Retiree health contribution rates will be recalculated annually on a calendar year basis effective January 1 of each calendar year.

B. Pursuant to the Letter of Agreement dated September 1, 2015, County contribution toward retiree health was discontinued for bargaining unit members hired on or after May 19, 2009; however, members hired into an allocated position (excluding extra help and provisional) on or after May 19, 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 Association employees hired on or after May 19, 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 manager 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.

The County has the non-appealable right to increase the group term life insurance plan and AD&D coverage amounts for classifications covered by this MOU.

Section 6. State Disability

1. All members entitled to Labor Code Section 4850 and including presumptive illnesses shall be exempt from participation in the California State Disability Insurance Program.

2. All other members shall participate in the California State Disability Insurance Program.

ARTICLE 13. HOURS, OVERTIME & WORK SCHEDULES

Section 1. Work Schedule

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 which 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. Time Off for Illness, Injury & Medical Appointments

Time off for illness, injury, and medical appointments or other authorized use of sick leave in excess of four (4) hours will be charged to sick leave, if available.

Section 3. Non-Medical Absences

Whole days off for absences other than sick leave will be charged to vacation or management leave, if available. With the approval of the appointing authority, absences of less than one-half work-day will not be deducted from an employee's weekly salary or accrued leave banks. 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

Members hired into the Unit shall serve an initial probationary period of twenty-six (26) pay periods. Members promoted into or within the Unit shall serve a probationary period of thirteen (13) pay periods.

1. Probationary periods shall be extended commensurately by each day a member is on authorized leave for more than ten (10) consecutive workdays.

2. A member who is not rejected prior to completion of the prescribed probationary period, unless extended per provision herein shall acquire permanent status automatically.

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.

Section 2. Expectations

At the beginning of all probationary periods, the member will receive a written statement of expectations. The department shall retain a copy signed by the member and the manager will be provided a copy.

Section 3. Extensions

The County may extended the probationary period when a member fails to meet expectations and the County believes the manager can meet the expectations if given more time, provided that the extension is initiated prior to completion of the probationary period.

Section 4. Right of Return

A member shall have the right of return to the position which the employee previously occupied when the member fails to satisfactorily complete the probationary period after being promoted.

ARTICLE 15. LAYOFF & 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.

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 or up to ten (10) working days of specific employees or classifications without invoking the provisions of this policy, or (2) a specific layoff by category, classification, number of employees and department(s) pursuant to this policy.

Section 2. Procedure for Permanent Layoffs

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

1. The Human Resources Department, with the assistance of the affected department, determines the individuals to be laid off for the initial classification in which a layoff is to occur and for succeeding lower level if displacement by bumping (demoting in lieu of layoff) is anticipated in accordance with this Article according to retention points. A list of the classifications deleted along with the names and total retention points of employees in those classes shall be posted in the affected department and a copy mailed to the Association's current address. It is the appointing authority's responsibility to ensure posting.

2. Layoffs are made within the department involved and are not County-wide.

3. Written notice of layoff shall be served on affected employees in person or by certified letter mailed to the last address on file with the Human Resources Department. Notice will be served or mailed no later than thirty (30) calendar days prior to the effective date of separation. The thirty (30) calendar days shall include the effective date and the date served. Notice shall be deemed served upon the postmarking and logging of the certified letter by the County's mail room or upon personal serving of the notice to the individual.

4. The written layoff notice shall include the effective date of the separation (layoff), the reasons for the layoff, displacement (bumping) rights, if any, rehire or re-promotion rights and the appeal rights. Such notice shall also set a specific deadline of not less than five (5) working days for when the affected employee must notify the Human Resources Department that they will be exercising their displacement rights.

Section 3. Order of Layoff

1. Layoffs will be determined based on an inverse order of retention points computed as per provisions listed below by the classification within the individual department. In cases when two or more employees are tied with the same number of retention points, the appointing authority shall make the determination of which employee shall be retained. Any required reduction in the number of employees shall be in the following order within the same classification:

    a) Extra-help
    b) Probationary employees serving an initial probationary period
    c) Regular permanent full-time and part-time employees.

2. A full time employee shall receive one-half (½) 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, or contract employment.

Part-time employees shall receive a proportional amount of longevity points. Less than a full month of service shall be prorated. It does not include service prior to employment, interruptions caused by resignation, dismissal, or transfer to extra-help status. It does include periods covered by authorized leaves of absences and such service accrued before a previous layoff.

Section 4. Layoff Privileges

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

1. Displacing in a Lower Class

An employee affected by layoff may, at his/her discretion, in lieu of layoff, displace an employee in a class previously held by the employee. Retention point computation for displacement purposes are made as determined for the original layoff. This is considered a voluntary demotion.

2. Layoff Eligible List

Reemployment and re-promotion shall be in inverse order of layoff. Names of employees with permanent status who have been laid off will be placed on an appropriate layoff reinstatement list for their classification and department in order of Retention Points for a period of two (2) years.

Re-promotion lists shall be in effect for three (3) years. This list shall be maintained in the Human Resources Department. Three refusals to accept reemployment from a departmental layoff list (or re-promotion list) will remove the eligible individual's name from that list unless the offer of re-employment is in excess of twenty-five (25) miles from the geographical location of the position from which the employee was laid off.

A person notified of an offer of reemployment must respond within ten (10) working days from the mailing date. Offers of reemployment shall be sent by first class mail to the last address on file in the Human Resources Department. It is the employee's responsibility to ensure that a current address is provided to the Human Resources Department.

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

4. 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.

5. 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.

6. Status on Reemployment

An employee who has been laid off or voluntarily reduced under the provisions of this Article and subsequently reemployed 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.

7. Meet and Confer

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

Section 5. Deviation from Retention Points

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

Section 6. Appeal From Layoff

Permanent employees shall have the right to appeal solely on the issue of whether or not there was compliance with the procedures prescribed in this Article.

1. Appeals shall be filed with the Director of Human Resources or designee within five (5) working days from the date of service of the notice of layoff and shall state the employee's reasons for the appeal.

2. The Director of Human Resources or designee shall, within three (3) working days of receipt of the appeal, determine which employees, if any, will be adversely affected if the appeal is successful, notify all employees potentially adversely affected by the appeal and send notice to EDCLEMA.

3. A tripartite Layoff Arbitration Panel shall be appointed to hear all appeals. The panel shall consist of a representative designated by the Director of Human Resources or designee, a representative of EDCLEMA and a neutral panel member chosen by mutual agreement between the County and EDCLEMA.

4. The Layoff Arbitration Panel shall convene the hearing within fifteen (15) working days of the initial appeal. All 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.

5. The hearing shall be conducted in accordance with the standard administrative hearing procedures used by the Civil Service Commission.

6. The Layoff Arbitration Panel shall issue their written decision within two (2) working days. The panel decision shall be final and binding.

ARTICLE 16. DISCIPLINARY APPEALS

Section 1. Right of Appeal

An employee in this Unit, having obtained permanent status in the County's Civil Service System, shall have the right to appeal a termination, demotion in class or salary step, or suspension without pay. Such appeal shall be in accordance with the provisions of County Personnel Rules.

Section 2. Government Code Section 3300 et seq:

1. As regards alleged "punitive actions" in the nature of terminations, demotions in class or salary step and suspensions without pay only, the right of appeal of 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. for members who are entitled to the protections provided for by the Peace Officer's Procedural Bill of Rights. As regards any other alleged "punitive actions" for which there exists a right of

"administrative appeal" pursuant to Government Code Section 3300 et. seq. the following "administrative appeal" is provided:

Within five (5) working days from the effective date of such punitive action the member must submit in writing a Notice of Appeal to the appointing authority 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 within the prescribed time period shall constitute an absolute waiver of the right to an "administrative appeal" pursuant to Government Code Section 3300 et. seq.

2. The Administrative Appeal Officer 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 Administrative Appeal Officer may respond solely on the materials and documents provided by the appealing employee and by the department.

3. 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 the discipline.

4. The "administrative appeal" provided for herein need not be completed prior to the implementation of the alleged "punitive action".

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 misunderstandings and disputes between the County and its employees.

Section 2. Scope of Grievance

1. 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.

2. Specifically, excluded from the scope of grievances are:

Subjects involving the amendment or change of Board of Supervisor resolutions and ordinances, which do not incorporate the provisions of this MOU or other employee protections contained in ordinances, resolutions personnel rules or written policies.

A. Discrimination complaints that allege violations of equal employment opportunity laws or employment discrimination, which shall be processed under the County's Discrimination Complaint Procedure.

B. Appeals of the “Reduction in Force” Articles and Policies, which fall under the appeal process contained within that policy.

C. Appeals of disciplinary actions resulting in termination, demotion, suspensions without pay which fall under the County's Appeal Procedure.

Section 3. 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 (1) grievant.

1. Day - Shall mean day(s) in which the County's main administration office is open for business.

Section 4. Grievance Procedure Steps

1. Informal Discussion - Every effort should be made to settle grievances at the lowest level of supervision possible. If an employee has a complaint relating to a work situation, the employee is encouraged to request a meeting with his/her immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively toward settlement. Such discussion shall occur within ten (10) working days of the incident or occurrence giving rise to the complaint. The immediate supervisor shall respond informally within seven (7) working days.

2. Formal Grievance Steps - The formal grievance procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein.

   a) Immediate Supervisor - An employee may formally submit a grievance to the immediate supervisor within fifteen (15) working days from the date of the supervisor's informal decision or if the informal discussion has not taken place ten (10) working days from the date of the incident or occurrence giving rise to the complaint. Such a written grievance, signed by the employee, shall set forth the facts at issue, the relief sought and the time of the occurrence of any alleged incident or violations precipitating the grievance. The supervisor shall respond in writing within seven (7) working days after receiving the grievance. If the grievance is denied, the reasons for this denial shall be given in the supervisor's response. This response shall contain the position to which the next level of employee grievance should be addressed.

   b) Intermediate Supervisor – If the grievance is not resolved by the written decision of the immediate supervisor and if there is an intermediate level of supervision below the appointing authority, the grievant may, within five (5) working days after the date of the supervisor's decision, file a written appeal to the intermediate supervisor who shall respond in writing within ten (10) working days. If the grievance is denied, the

reasons for denial shall be given in the supervisor's response. This response shall contain the position to which the next level of employee grievance should be addressed.

c) Appointing Authority - If grievance is not resolved by the written decision of the supervisor, the grievant may submit in writing within five (5) working days after the date of the supervisor's written decision his grievance to the appointing authority. The appointing authority shall conduct such meeting(s) with the employee; informal hearings and investigations as are appropriate in his/her judgment and deliver to the grievant a written decision within ten (10) working days. If the grievance is denied, the reasons for denial shall be included in the response.

d) Director of Human Resources or Designee - If the employee wishes to appeal the appointing authority's decision, he/she may do so in writing to the Director of Human Resources or designee within five (5) 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 his/her judgment and deliver to the grievant a written decision within fifteen (15) working days. If the grievance is denied, the reasons for the denial shall be included in the response.

3. Final Resolution - Should the grievant 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 he/she is appealing the Director of Human Resources' or designees' decision either to (a) the Civil Service Commission or (b) Arbitration, for final resolution of the grievance, subject to ratification by the Board of Supervisors if the decision required an unbudgeted expenditure. Grievances that involve an interpretation of a personnel resolution, personnel rule or Memorandum of Understanding shall be appealed through the Arbitration method as it is described in this paragraph. If (a) Civil Service Commission (CSC) is chosen, the CSC shall have thirty (30) days from the secretary's receipt of such appeal and a written answer from County Management to decide the case or set a hearing. Within thirty (30) days after the hearing the CSC shall render its decision in the matter. If (b) Arbitration is chosen, the grievant (and his/her representative) and the County's Management representative shall attempt to mutually agree on an acceptable arbitrator. If no agreement can be reached on an arbitrator within five (5) working days, a list of seven (7) names from the California State Conciliation & Mediation Service shall be obtained. The parties shall alternately strike names until only one (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 Memorandum of Understanding or Resolution.

4. Basic Rules -

a) Costs - All costs incurred jointly by both parties to the final resolution process shall be borne equally by the parties. Costs incurred separately shall be borne by the party incurring them.

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

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

ARTICLE 18. OUTSIDE EMPLOYMENT

Section 1. Approval

1. No employee may engage in any outside employment without first obtaining written approval of the appointing authority. Failure to obtain prior written approval for outside employment or engaging in outside employment may lead to disciplinary action.

2. In order to obtain approval for outside employment, the employee must complete a memo describing the nature of the employment to the employee's immediate supervisor. The application will then be forwarded through channels to the appointing authority for consideration.

Section 2. Appeal of Denial of Outside Employment

1. If an employee's Outside Employment request is denied or withdrawn by the department, the employee may file a written Notice of Appeal to the appointing authority within ten (10) days of the date of denial.

2. If the employee's appeal is denied, the employee may file a grievance pursuant to the procedure set forth in Article 17.

Section 3. Prohibited Outside Employment

The County expressly reserves the right to deny any Outside Employment Application submitted by an employee seeking to engage in any activity which:

1. Involves the employee's use of departmental time, facilities, equipment or supplies, the use of the agency badge, uniform, prestige or influence for private gain or advantage.

2. Involves the employee's receipt or acceptance of any money or other consideration from anyone other than the County for the performance of an act which the employee, if not performing such act, would be required or expected to render in the regular course or hours of employment or as a part of the employee's duties as an employee of this County.

3. Involves the performance of an act in other than the employee's capacity as a County employee which may later be subject directly or indirectly to the control inspection, review, audit or enforcement of any other employee of his/her department.

4. Involves time demands that would render performance of the employee's duties for the County less efficient.

Section 4. Outside Security Employment

Consistent with the provisions of Penal Code 70, and because it would further create potential conflict of interest, no member of the Sheriff's Office may engage in any outside employment as a private security guard, private investigator or other similar private security position.

ARTICLE 19. RENEGOTIATIONS

Section 1. Successor Agreement

In the event that either party desires to negotiate a successor Memorandum, the party shall serve upon the other its written request to commence negotiations, provided that negotiations shall begin no later than 90 calendar days prior to the termination date of this Memorandum. An Agent of EDCLEMA may serve notice for the El Dorado County Law Enforcement Management Association. If such notice is not served, the terms and conditions set forth in this MOU may continue for an additional year.

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

Up to three (3) EDCLEMA representatives shall have their work hours and/or duty days adjusted so that they will be on active duty during negotiations whenever possible. 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 call-back).

ARTICLE 20. FULL UNDERSTANDING MODIFICATION AND WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, that the understandings arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement for its duration, therefore, constitute the complete and total contract between the County and EDCLEMA with respect to wages, hours and other terms and conditions of employment. Any

prior or existing Agreement between the parties whether formal or informal, regarding any such matters are hereby superseded and terminated in its entirety, except with the understanding that any provisions that existed but were inadvertently omitted, will continue to apply for the duration of this MOU. The parties voluntarily waive the right to meet and confer in good faith with respect to any subject or matter referred to or covered in this Agreement, except that the parties, by mutual agreement, may meet and confer and agree to amend any matter in this Agreement, including compensation; provided however, that the County may make changes to the Human Resources rules consistent with rights EDCLEMA has to meet with the County prior to implementation of such changes.

If the County should absorb another entity which results in employees of the other entity being covered by this MOU, the County and EDCLEMA shall expeditiously meet and confer regarding the effect of such action on wages, hours, and other terms and conditions of employment of such new employees.

All pertinent ordinances and resolutions shall be revised to conform to this Agreement. All other ordinances, resolutions, rules and regulations, practices and policies shall continue in force and effect during the term of this Agreement unless modified according to the provisions of this Agreement.

ARTICLE 21. SEVERABILITY

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal and State laws and regulations and the current provisions of the County Charter and Code. If any part or provision of this MOU is in conflict or inconsistent with such applicable provisions of those Federal, State or County enactments or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected. If any part or provision of this MOU is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision with the understanding that total compensation to employees under this MOU shall not be reduced or increased as a result of this Article.

The parties hereto agree to refrain from initiating any legal action or take individual or collective action that would invalidate Articles of this MOU.

ARTICLE 22. ECONOMIC HARDSHIP REOPENER

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 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 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.

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

COUNTY OF EL DORADO

Jack Hughes / Misty Garza
Liebert, Cassidy, Whitmore
Lead Negotiator for the County
Or Delegee

Date 8/15/2022

Joseph Carruesco
Director of Human Resources

Date 8-15-22

Board of Supervisors

Lori Parlin, Chair

Date 8/16/22

ATTEST: Kim Dawson
Clerk of the Board of Supervisors

By Kyna Schaffeles
Deputy Clerk

Date 8/16/22

EL DORADO COUNTY LAW ENFORCEMENT MANAGEMENT ASSOCIATION

Kim Gillingham 8/15/22
Kim Gillingham Date
Labor Representative

Jeffrey Dreher

Edward Falkenstein

Gary Romanko

MEMORANDUM OF UNDERSTANDING
Between

The County of El Dorado

And

El Dorado County Employees' Association, Local 1, AFSCME Council 57

General, Professional, and
Supervisory Bargaining Units

January 1, 2025 – December 31, 2026

MEMORANDUM OF UNDERSTANDING
GENERAL, PROFESSIONAL & SUPERVISORY BARGAINING UNITS

January 1, 2025 – December 31, 2026

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MEMORANDUM OF UNDERSTANDING
Between the County of El Dorado
And the
El Dorado County Employees' Association, Local 1, AFSCME Council 57
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, AFSCME Council 57 (herein referenced to as "Local 1" and/or "Union") 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 January 1, 2025 through and including December 31, 2026, 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 excepting the letter of agreement adopted June 25, 2019, pertaining to the closure of the Juvenile Detention Facility in Placerville, which shall terminate on July 1, 2023. The County of El Dorado 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
Local 1, AFSCME Council 57
Business Agent
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, AFSCME Council 57 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 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 LOCAL 1 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 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.

D. 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.

Section 2 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 Director of Human Resources 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 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 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 Director of Human Resources.

Section 4 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 5 Attendance at Meet and Confer Sessions

County employees who are official representatives of the Union shall be given reasonable time off with pay to attend formal meet and confer sessions with management representatives. Employees selected to participate in negotiations 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. Union shall notify the Director of Human Resources of the names and departments of employees who are official Union representatives of. Such representatives shall notify their supervisors in writing by 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.

The maximum number of employees released for such purposes shall be seven (7), provided no more than two (2) representatives employed in the same department may be released, except by agreement with the Director of Human Resources. Union may elect to have up to seven (7) official Union representatives of their choosing, provided there is at least one (1) representative per Unit. The maximum number and configuration of the representatives may be changed upon agreement between the Union and the Director of Human Resources.

Section 6 Local 1 Presidential Release Time

Up to a cumulative total of three hundred (300) hours the first fiscal year following adoption of this MOU, and two hundred (200) hours per fiscal year thereafter will be provided to members, shop stewards, officers and/or Board of Directors of the Union, to be used for approved

Union/County business (non-organizing). Among other uses, Union release time may specifically be used for stewards' training or for the County employee(s) serving the Union as alternate representative(s) for activities covered under section 5. The determination of eligible employees and use of this time will be at the discretion of the Union President. 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 7 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 MOU. 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

Effective the first full pay period following Board of Supervisors adoption of the January 1, 2025, to December 31, 2026 MOU, the County will increase base wages for all classifications by four percent (4.0%).

Effective the first full pay period in July, 2025, the County will increase base wages for all classifications by 2.0%.

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 the employee is appointed.

2. Promotions: Employees who are promoted are eligible for advance step placement under Personnel Rule 608, Salary on Promotion.

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 11. Part-time Social Workers, 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 (2) years of resignation shall be eligible, with the approval of the appointing authority, to be reappointed at any step up to and including the salary step received prior to resignation. If the appointing authority wishes to rehire the employee at a step which exceeds the step paid at the time of resignation, approval shall be required consistent with the Personnel Rules. 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.

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, 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 (5) 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 their discretion and upon recommendation of an appointing authority may approve alternative work schedules. Alternative work schedules proposed by Local 1 shall be submitted to the appointing authority 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 otherwise specific in this MOU, overtime shall be defined in accordance with FLSA.

B. Authorization: The appointing authority or their 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 required by the FLSA shall be compensated at one and one half (1-1/2) 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 (1-1/2) 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 (1-1/2) times the employee's base hourly rate of pay, and shall not be eligible for CTO in lieu. Holidays will be included in calculating time worked for contract overtime.

D. Accumulation and Use of Compensatory Time Off: Subject to the department approval provided for in this Section, part C. Compensation, the maximum accumulation of CTO is two hundred (200) hours per employee.

1. Leaves of absence shall be a time mutually agreeable to the appointing authority and the employee; whether to use accumulated CTO for authorized leaves shall be at the discretion of the employee.

2. 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 appointing authority.

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. CTO taken may be used as part of the established work week to earn fringe benefits and to serve out probationary and merit step increase periods.

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 premium compensation at one and one-half (1-1/2) times the employee's base hourly rate of pay from the time they are required/ordered to remain at work beyond their scheduled shift.

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, appointing authorities 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 their 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 the employee 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 shall be paid as premium compensation at one and one-half (1 ½) times the employee's base hourly rate of pay.

E. The (2) 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, at the premium rate for actual time worked. 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 one (1) or 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 hour prior to their normal starting time, they shall be compensated under normal FLSA compensation provisions.

Section 5 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 one hundred and one dollars and fifty-three cents ($101.53) each of the twenty-four benefit pay periods (the first two paydays of each month); part-time employees shall receive fifty dollars and seventy-seven cents ($50.77) per benefit pay period.

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 6 Geographic Differential

Employees whose primary work location is in the Tahoe Basin (defined as the Tahoe Regional Planning Agency jurisdiction boundary around Lake Tahoe) and who reside in the zip codes listed below shall receive two hundred dollars ($200.00), paid twenty-four (24) pay periods per year (the first two pay days of each month); employees regularly scheduled to work twenty (20) hours or fewer per week (0.5 full-time equivalent [FTE] or less) shall receive half this amount:

Zip codes 89402, 89410, 89411, 89413, 89423, 89448, 89449,89450, 89451, 89460, 89701, 89702, 89703, 89705, 95604, 95646, 95720, 95721, 95735, 96120, 96140, 96141, 96142,

96143, 96145, 96146, 96148, 96150, and 96155.

Residential addresses within zip codes not listed but located no further than twenty-five (25.0) miles from the employee's primary Tahoe Basin physical work address must be submitted by the employee's appointing authority for prior written approval by the Director of Human Resources or their designee before this differential may be authorized.

For purposes of determining eligibility, an employee's residence shall be as documented by the physical home address as listed in the County's HR/Payroll software system subject to employee's provision of proof of residency (i.e., lease agreement or current utility bill in the employee's name). 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 Longevity Pay

Longevity pay for regular employees who were hired into an allocated position prior to December 19, 2017, 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. 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 December 19, 2017, will not be eligible for longevity pay. Individuals who have separated from County service and are subsequently re-hired and all future new employees will not be eligible for longevity pay.

Employees who were hired prior to December 19, 2017, and who are otherwise eligible for longevity pay upon completion of the required period of service, 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.

Employees who were hired prior to December 19, 2017, 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 8 Acting Pay Assignments

When an employee is assigned to work in a higher classification for which the compensation is greater than the classification to which the employee is regularly assigned, 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 equivalent, as described below, to 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 appointing authority's written approval of this assignment must be submitted to the Director of Human Resources within five (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 8.A. above, in an exceptional circumstance when a vacancy does not exist but an employee has been assigned to perform duties which exceed the scope of that employee's classification, and when determined and justified at the discretion of the Chief Administrative Officer, the employee will be entitled to pay for a higher classification in accordance with the other provisions of this Section.

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

D. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this agreement.

E. In lieu of Personnel Rule 608, Salary on Promotion, an employee who is in an Acting Pay Assignment pursuant to this Section shall receive a Temporary Upgrade Pay (TUP). The TUP will be an hourly rate equal to the sum of the differences in the base hourly rate and percentage-of-base hourly differentials (i.e. longevity, hazardous material assignment differential, POST certificate pay, CPA pay, etc.) between the employee's current classification and the nearest step within the higher acting classification's salary range that is not less than five percent (5%) more than their current step; provided, however, in no case shall the hourly wage calculated for the difference be more than the top step in the new salary range.

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

date of the employee's current classification salary review date, with commensurate adjustment made to the TUP.

F. Higher pay assignments shall not exceed six (6) months except through reauthorization by the Human Resources Director or designee.

G. 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.

H. Allowable overtime will be paid in accordance with the FLSA.

I. 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 9 Shift Differential

A. Any regular or limited term employee who is assigned to work and actually works a regular shift that is designated as a Swing Shift, shall receive an additional one dollar ($1.00) per hour over their regular rate of pay for all hours actually worked and overtime hours actually worked during the shift.

B. Any regular or limited term employee who is assigned to work and actually works a regular shift that is designated as a Night Shift, shall receive an additional one dollar and twenty-five cents ($1.25) 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 (4) 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. Appointing authorities shall, with the advance written approval of the Director of Human Resources, 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 10 Bilingual Differential

When an appointing authority designates in writing that an employee must utilize bilingual skill as a required component of the employee's job duties and necessary in the delivery of County services, 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 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 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. Written authorization for an employee to continue to receive a bilingual differential shall be reviewed and renewed annually by the appointing authority.

Section 11 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 12 Certification Program

A. The County shall provide a certification program for all eligible Building and Planning Department employees. No employee shall receive compensation for any individual certificate that they must possess as a requirement of the employee's current classification held. Such certification requirement shall be as identified on the County's job classification specification. 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

Employees in the Environmental Management Department, or successor department designated to be the County's Certified Unified Program Agency (CUPA), who are assigned by the Appointing Authority the responsibility to perform the full scope of hazardous materials duties under the 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 Appointing Authority and the employee 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.

Assignment to CUPA hazardous material duties shall be made at the sole discretion of the Appointing Authority or their designee, provided the full-scope CUPA assignment and differential may not exceed a maximum of three (3.0) FTE employees receiving the differential at any given time, as listed below:

- 1.0 Environmental Health Specialist II;
- 1.0 Environmental Health Specialist III; and
- 1.0 Supervising Environmental Health Specialist.

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, Sr. 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, Sr. 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.

Section 16 Procurement Certification Incentive Pay

A. Employees who are assigned by the appointing authority or their designee in writing to perform professional procurement responsibilities as a buyer within the County's central procurement division as the majority of their duties and who are a Certified Professional Public Buyer (CPPB) shall receive a differential of two and one half percent (2.5%) of base salary for each hour in paid status for possessing such certification, effective the first full pay period following approval by the appointing authority, subject to the conditions below.

B. Each employee eligible to receive this incentive shall provide proof of valid certification in the form of a copy of the certification, an official notification letter from the certifying body (Universal Public Purchasing Certification Council or successor body), or a copy of an online certification standing from the UPPCC. Eligibility to receive the incentive will cease 1) upon the date of certification withdrawal, expiration, decertification, or other termination, or 2) upon change in job assignment that no longer qualifies the employee for the differential. The duties and responsibilities of the County's central procurement division (the Chief Administrative Office, Procurement and Contracts Division or successor named department/division) and the activities that constitute professional procurement responsibilities as a buyer shall be at the discretion of the appointing authority or their designee, except that, pursuant to the UPPCC, clerical and administrative-support positions within procurement are excluded. When such assignment is terminated at the discretion of the appointing authority or their designee for non-disciplinary reasons and the employee is no longer entitled to Procurement Certification Incentive pay, such loss of Procurement Certification Incentive pay shall not be considered a "punitive action" and is not subject to appeal or grievance.

Section 17 Mobile Crisis Differential

Qualified employees in the Mental Health Worker I/II classification in the Health and Human Services Agency who are assigned by the appointing authority or their designee the responsibility to perform the full scope of Mobile Crisis duties shall receive a five percent (5.0%) base pay differential over the employee's base hourly rate of pay for each hour spent actively performing Mobile Crisis duties. Mobile Crisis qualifications and duties shall follow the guidelines provided by the State of California Health and Human Services Agency Department of Health Care Services (DHCS). All other hours spent performing other duties shall not be eligible for the Mobile Crisis pay differential (e.g., if an employee spends 4 hours in a pay period responding to a Mobile Crisis situation and 76 hours performing other duties, only the 4 hours spent on Mobile Crisis duties will be compensated with the additional 5.0% pay differential). Assignment(s) to Mobile Crisis duties shall be at the sole discretion of the appointing authority or their designee. Lack of assignment and/or termination of assignment to Mobile Crisis duties, and the corresponding failure to receive the Mobile Crisis pay differential, shall not be considered a performance issue and is not subject to appeal or to the grievance procedure.

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 their 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 their 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 Office Employees - Uniforms and Meals

A. Employees in the classification of Sheriff's Security Officer who are required to wear a County prescribed uniform, as assigned by the appointing authority, as a regular part of their duties, which the employee must buy and maintain, 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). Employees in the Sheriff's Property – Evidence Technician classification series who are required to wear a County prescribed uniform, as assigned by the appointing authority, as a regular part of their duties, which the employee must buy and maintain, shall receive a uniform allowance of twenty dollars and fifty-eight cents ($20.58) paid twenty-four (24) pay periods per year (the first two pay days of each month). All other full-time employees assigned to any classification in the bargaining unit within the Sheriff's Office who are required to wear a County prescribed uniform, as assigned by the appointing authority, as a regular part of their duties, which the employee must buy and maintain, shall receive a uniform allowance of fourteen dollars and fifteen cents ($14.15) paid twenty-four (24) pay periods per year (the first two pay days of each month).

Such employees shall be required to buy, maintain, and wear the County-prescribed uniform and comply with the Sheriff's Office policy related to wearing of such uniforms. The Uniform allowance shall be funded by the Sheriff's Office 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 appointing authority 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. Transportation employees assigned to work a majority of their assigned hours in the Soils Lab who are required to wear a County prescribed uniform, as assigned by the appointing authority, as a regular part of their duties, that the employee must buy and maintain, shall receive a uniform allowance of twelve dollars and forty-nine cents ($12.49) paid twenty-four (24) pay periods per year (the first two pay days of each month).

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 appointing authority or designee.

Section 5 Boot Allowance

Employees who are required by a department to wear boots shall receive a boot allowance, paid the first two paydays of each month. 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.

A. Employees in the following classifications shall receive a boot allowance of twelve dollars and fifty cents ($12.50) each of twenty-four (24) pay periods, provided the majority of their work hours are spent performing the functions that necessitate the boots:

- Airport Operations Supervisor
- Sr. Engineering Technician

- Environmental Health Specialist II/III/Supervisor

B. All other employees who are required to wear boots as prescribed in this section, including those in the classifications listed in sub part A, for whom the majority of their work hours are not spent performing the functions that necessitate the boots, shall instead receive a boot allowance of nine dollars and thirty-seven cents ($9.37) each of twenty four (24) pay periods.

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 term 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. Cost of Salary and benefits of employees assigned to perform benefit administration and associated benefit program management duties not to exceed the total expense of 1.0 FTE Human Resources Risk Management Analyst, 1.0 FTE Principal Human Resources Analyst, and 0.50 FTE Human Resources Risk Management Technician
      2. Direct billing from Chief Administrative Office - Fiscal Office for Risk fiscal support
      3. Risk and Countywide Overhead Allocation as approved by the Cost Allocation Methodology, a budgeted expense
      4. Third Party Administration Fees
      5. Broker Fees for the current year
      6. Collection Fees incurred by Revenue Recovery in the collection of outstanding employee benefit deductions
      7. 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. Premiums for the UnitedHealthcare, Kaiser, and Blue Shield health insurance plans will be unblended. The County will also offer a Blue Shield ABHP PPO option.

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 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 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.1 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.1 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.1 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 appointing authority 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.

Section 2 Life Insurance

The County shall provide a $40,000 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.

The County has the non-appealable right to increase the group term life insurance plan and AD&D coverage amounts for classifications covered by this MOU.

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 the department of Human Resources 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-<64	25% of Employer Contribution
32-<40	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 ninety-three cents ($0.93) 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 or limited term employees shall be entitled to up to sixteen (16) hours of floating holiday time. This time will be credited in pay period 01of each year.

Newly hired regular or limited term 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 a five-day, Monday through Friday) work schedule, official County holidays as identified in Section 1.A. shall be observed as follows:

    i. If the official County holiday falls on the employee's first regular day off, the County holiday shall be observed their preceding work day in lieu.
    ii. If the official County holiday falls on the employee's second or later regular day off (if the employee has three [3] or more days off in a row), the official County holiday shall be observed their following work day in lieu.

    iii. Employees occupying positions which must be staffed seven (7) days per week regardless of holidays, and who are scheduled to work on a holiday, shall observe the holiday on the actual day.

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.

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 time and one-half of their base hourly rate of pay for all hours actually worked on the holiday, in addition to holiday pay as provided in subsections 1.E and 1.F.

E. Regular and limited term 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 and limited term part-time employees shall be entitled to holiday pay as described above in proportion to the employee's FTE.

Section 2 Personal Leave

Regular and limited term employees shall be entitled to up to sixteen (16) hours of Personal Leave time. This time will be credited in pay period 01 of each year. Continuing employees shall receive up to sixteen (16) hours of Personal Leave in pay period 01 of each year. Employees who newly enter a GE, PL, or SU classification as a new hire or from a different classification or bargaining unit where they did not otherwise receive Personal Leave that calendar year shall receive Personal Leave on their appointment date as follows:

Appointment Date	Full-Time	Part-Time
In pay periods 1-13	16 hours	Prorated proportionate to employee's FTE
In pay periods 14-26	08 hours	Prorated proportionate to employee's FTE

Personal Leave shall be taken at a time agreeable to both the employee and the appointing authority, and will not be considered holidays for payroll purposes. Personal Leave time must be used by the last day of pay period 26 of each year and is not subject to the payoff provisions. Any unused personal leave time will be lost.

Section 3 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 their 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 4 Sick Leave

A. Accrual

Every regular and limited term 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 their duties, they 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 continuous 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. Eligible employees shall receive the following:

   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 their 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 5 Supervisory Leave

Employees in the Supervisory (SU) Unit will receive up to sixteen (16) hours of Supervisory Leave per year. Continuing employees shall receive up to sixteen (16) hours of Supervisory Leave in pay period 01 of each year. Part time supervisory employees shall receive this leave prorated proportionate to the employee's FTE. Employees newly entering the SU Unit shall receive Supervisory Leave on their appointment date as follows:

Appointment Date	Full-Time	Part-Time
In pay periods 01-13	16 hours	Prorated proportionate to employee's FTE
In pay periods 14-26	08 hours	Prorated proportionate to employee's FTE

Such leave does not accrue from year to year and must be used by the last day of pay period twenty-six (26) of each year. This benefit is forfeited immediately upon leaving the SU Unit.

Section 6 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 their 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 7 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 appointing authority 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 appointing authority 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 the employee 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 their probationary period, such employee may elect to return to a position in the classification in the department from which the employee was promoted. If the employee held 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 appointing authority 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.

Sheriff's Office policy will govern performance evaluations for all Sheriff's Office employees.

Section 3 Closure of County Buildings

The Chief Administrative Officer or their 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 and limited term 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 and limited term employees who are scheduled to work at a closed County building and still required to come to work as part of our essential services, as defined by the County Administrative Officer, will receive premium compensation at time and one-half the employee's base hourly rate of pay for those hours actually worked during the 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 re-assignment outside the geographical area, the employee may at their 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 Workplace

The County and Local 1 agree that they are committed to providing and maintaining a drug free workplace in accord with the Drug Free Workplace Act of 1988. It is understood that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace 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 workplace, 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 workplace or affecting work performance.

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

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

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 appointing authority's responsibility to

ensure 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 their 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; appointing authority 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 their 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 ensure 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 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 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, the employee may, upon request, receive payment for those benefits normally given to terminated employees.

6. Employment Interviews - appointing authorities 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 their 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 appointing authority 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 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 15 (Employee Appeals From Notice of Decision).

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).

C. 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 their 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 appointing authority 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 appointing authority 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 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.

c. If the appointing authority 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 their 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 Appointing authority(s).

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 their 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 their 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 their 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 their 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 1604 (Sick Leave)

Whenever the CAO or their 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, they 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 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.

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 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.

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 their 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 six (6) months prior to the end of this MOU, but may begin earlier.

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

Jack Hughes, ~~Liebert~~ Cassidy Whitmore
Lead Negotiator for the County of El Dorado
Or Designee MISTY GARCIA

Date: 3/31/25

Joseph Carruesco, Director of Human Resources

Date: 3-31-25

Board of Supervisors

George Turnboo, Chair

Date: 4/8/25

Deputy Clerk

ATTEST: Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

El Dorado County Employees' Association, Local 1, AFSCME Council 57

Tina Acree, Business Agent

Date: 3/28/25

Jennifer Rimoldi, President

Date: 3/28/25

Helen Keith - Lasky

Bryan Wyverberg

Byron Saylor

Christopher Jones

Letter of Agreement
Between the County of El Dorado
and the
El Dorado County Managers' Association
Representing Employees in the Management Bargaining Unit

Whereas, the El Dorado County Managers' Association (Association) represents employees in the Management (MA) bargaining unit, and

Whereas, the County of El Dorado (County) and Association executed a Memorandum of Understanding (MOU) for the period of July 1, 2024 to December 31, 2026, and

Whereas, Article 10. Leaves, Section 4. Personal Leave, was first introduced upon adoption of the MOU, and

Whereas, based on the timing of MOU adoption, as written, employes existing in the MA unit the pay period in which the MOU was adopted would not receive this benefit until pay period 01-2026 (the pay period beginning December 13, 2025), while subsequent new hires have received a pro-rated benefit pursuant to the MOU, and

It is therefore agreed by the Parties that:

1. Effective the first full pay period following Board of Supervisors adoption of this Letter of Agreement (LOA) full-time regular and limited term employees who were in the MA bargaining unit during the pay period the July 1, 2024 – December 31, 2026, MOU was adopted by the Board (pay period 08-2025), and who have remained continuously in MA through the date this Letter of Agreement is adopted, shall receive a one-time credit of sixteen (16) hours of personal leave time the first full pay period following adoption of this LOA for use through pay period 26-2025. Part-time employees in the MA bargaining unit that satisfy the aforementioned criteria shall receive pro-rated personal leave hours proportionate to the employee's full-time equivalency.

2. This Agreement shall terminate on December 12, 2025. Unused personal leave hours granted pursuant to this LOA shall thereafter be lost and not subject to any payoff.

3. Except as explicitly set forth above, all other terms and conditions of the MOU, remain in full force and effect.

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FOR THE COUNTY

Joseph Carruesco
Human Resources Director
Or Designee

Date: 9-10-25

FOR THE ASSOCIATION

Jon Crawford
Labor Representative
Or Designee

Date: 09/09/2025

Board of Supervisors

Chair, Board of Supervisors

Date: 9/30/25

ATTEST: Kim Dawson
Clerk of the Board of Supervisor

By: Deputy Clerk

Date: 9/30/25

MEMORANDUM

Of

UNDERSTANDING

Between

The County of El Dorado

And The

El Dorado County Managers' Association (EDCMA)

July 1, 2024 – December 31, 2026

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, 2024, through December 31, 2026. 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, Ruano & Thompson, Inc.
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 their 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, Board of Supervisors' Policy A-19: General Network Usage Policy (or successor policy), 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 thereoDeductions 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 adoption of the July 1, 2024 to December 31, 2026, MOU, the County will increase base wages for all classifications by four percent (4.0%), except as otherwise described herein, and will pay each employee who was and continues to be employed in a job classification included in the MA bargaining unit on the date the Board adopts this MOU, one thousand dollars ($1,000.00) minus applicable payroll deductions as required by law.

In addition to the four percent (4.0%) across-the-board base wage increase, the County will make the following one-time base wage increases to the following job classifications to address compaction and salary relationships, effective the first full pay period following Board adoption of this successor MOU:

(1) 28.73% Sheriff's Correctional Lieutenant

(2) 15.56% Deputy Building Official

(3) 2.69% Sheriff's Public Safety Dispatch Manager

(4) 1.39% Deputy Director of Engineering

(5) Approximately 13.12% Deputy Director of Maintenance & Operations (DDMO), or the actual amount necessary to set, on a one-time, non-ongoing basis, the base salary for DDMO at 5.0% below the salary for Deputy Director of Engineering (DDE), irrespective of any future base wage increases to the DDE, but inclusive of the one-time compaction adjustment given to the DDE, above. Should the DDMO ever report to the DDE, whether on a temporary or ongoing basis, the salary alignment between DDMO and DDE classifications shall not be subject to the Anti-Compaction Differential Provision in Article 5, Section 1, Subsection C, of the MOU.

Effective the first full pay period in July, 2025, or the first full pay period following Board of Supervisors adoption of the July 1, 2024 to December 31, 2026, MOU, whichever date occurs later, the County will increase base wages for all classifications in this Unit, by two percent (2.0%), except as otherwise described herein.

In lieu of the 4.0% base wage increase following Board of Supervisors adoption of the July 1, 2024 to December 31, 2026, MOU, and the 2.0% base wage increase in July, 2025, incumbent employees in the following two job classifications who received on-call compensation during pay periods three (03) and four (04) of calendar year 2025 will receive a one-time, eighteen percent (18.0%) base wage increase to buyout existing on-call compensation in its entirety (no on-call compensation thereafter) effective the first full pay period following Board of Supervisors adoption of this Agreement:

Manager of Mental Health Programs
Program Manager – Protective Services

The salary ranges for these classifications as listed on the adopted salary schedule shall otherwise receive the across-the-board base wage increases prescribed by the MOU.

The employees receiving the 18.0% base wage increase will be “Y” rated pursuant to County Personnel Rule 289 - “Y” rate, notwithstanding any contrary applicability or eligibility limitations of that Rule (i.e., reclassification). During the term of the “Y” rating, wages for these employees may not be used to make an anti-compaction differential or wage increase for any other job classification pursuant to Article 5, Section 1, Subsection C.

C. Anti-Compaction Differential

Unit members will be compensated at least 15% greater than the step 1 base wage of their highest paid subordinate job with four exceptions. The four exceptions which are listed here below will be compensated at least 10% greater than the step 1 base wage of their highest paid subordinate job classification:

Assessment Manager
Mental Health Medical Director
Supervising Deputy Public Defender
Supervising Civil Engineer

Where the step 1 base wage for Unit job classifications is not greater than the step 1 base wage of the Unit member’s highest paid subordinate as specified above, the Unit member shall receive an anti-compaction stipend (“differential”) in the fixed dollar amount equal to the difference between the Unit member’s step 1 base wage and the prescribed wage

alignment (“compaction”), proportionate to their Full-Time Equivalency (calculated as compaction % x step 1 base hourly rate x FTE = stipend amount). The differential shall be paid each full pay period in which the employee is assigned the subordinate employee whose step 1 base wage creates compaction.

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 May 12, 2009, 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 the employee’s 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 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, 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. Newly hired employees hired after pay period one (01) but before pay period thirteen (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 thirteen (13) of the new employee’s first year. Part-time employees shall receive this holiday time on a prorated basis proportionate to their FTE.

Floating holidays shall be taken at a time agreeable to both the employee and the appointing authority.

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

Full-time employees shall receive holiday pay for all authorized holidays at their current hourly rate, calculated as base hourly rate plus all percentage of base hourly rate pays (including, but not limited to longevity and CPA Incentive pay, as applicable to the employee), 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. Part-time employees shall be entitled to holiday pay as described above in proportion to the employee's 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

A. Sheriff's Office employees who work in a twenty-four hour (24) hour seven (7) day a week operation as designated by the Sheriff who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays may each calendar year elect Holiday in Lieu Pay, in lieu of having the official County holidays as designated days off. Employees must make their election by December 15 for each calendar year. Once made, an employee may not change their election during the calendar year.

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

C. Employees transferring between 24-hour coverage shifts and non-24-hour coverage shifts shall have their holiday allowance computed and conversion approved by the County Administrative Office and the Auditor-Controller's Office at the time of such transfer. Employees must be in a paid status in the pay period in order to receive this prorated holiday pay.

D. Employees who choose to receive Holiday in Lieu Pay may be reassigned to other work sites on County holidays and perform other duties as required.

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 the employee's 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. Use of Vacation shall be limited to those hours that were accrued as of the prior pay period; vacation cannot be used in the pay period in which it is earned. Upon separation 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 be 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 their 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) pursuant to the form prescribed by the County Auditor-Controller. 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 in one (1) 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. Participating employees (the giver and/or receiver) shall be responsible for payment of any applicable taxes as required by the IRS or law. 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 the employee 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, or as otherwise allowed as bereavement leave under the law. Immediate family means parent, spouse, registered domestic partner**,** child, sibling, parent-in-law, sibling-in-law, grandparents or grandchildren by blood or marriage, or person whom 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 themself 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, including retirement, an employee must have five (5) or more years of continuous 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.

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. Management Leave 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 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 the employee's normal working hours shall be deemed to be on duty and there shall be no loss in salary, but any jury fees received by the employee shall be paid forthwith to the Auditor/Controller to be deposited in the General Fund of the County, together with any mileage allowed if they 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 the employee 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 they 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. PERSONAL LEAVE

Regular and limited term employees shall be entitled to up to sixteen (16) hours of personal leave time. This time will be credited in pay period 01 of each year. Continuing employees shall receive up to sixteen (16) hours of personal leave in pay period 01 of each year. Employees who newly enter a MA classification as a new hire or from a different classification or bargaining unit where they did not otherwise receive personal leave that calendar year shall receive personal leave on their appointment date as follows:

Appointment Date	Full-Time	Part-Time
In pay periods 1-13	16 hours	Prorated proportionate to employee's FTE
In pay periods 14-26	08 hours	Prorated proportionate to employee's FTE

Personal Leave shall be taken at a time agreeable to both the employee and the appointing authority, and will not be considered holidays for payroll purposes.

Personal Leave time must be used by the last day of pay period 26 of each year and is not subject to the payoff provisions. Any unused personal leave time will be lost.

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 September 28, 2019:

1) Individuals who have separated from County service and are subsequently re-hired and all future new employees hired on or after September 17, 2019, will not be eligible for longevity pay.

2) Employees who were hired on or before September 16, 2019, 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 on or before September 16, 2019, 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 June 20, 2020. As of June 21, 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

An employee in the class of Assistant District Attorney may be assigned “on call” duty 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 four hundred dollars ($400) per weekly assignment of such duty.

B. MAINTENANCE SUPERINTENDENT / DEPUTY DIRECTOR OF MAINTENANCE AND OPERATIONS

In the Department of Transportation, an employee in either the Maintenance Superintendent or Deputy Director of Maintenance and Operations 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, provided that only one (1) employee may be assigned the on-call status at any given time.

Section 3. CERTIFIED PUBLIC ACCOUNTANT (CPA) INCENTIVE

A. Employees in the classes of Fiscal Administrative Manager, Fiscal Manager, Accounting Division Manager TTC, 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 Fiscal Administrative Manager, Fiscal Manager, Accounting Division Manager TTC, 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. BUILDING CERTIFICATION PROGRAM

The County shall provide a certification program for all eligible Planning and Building Department (or successor agency). 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

1. Employees in the Sheriff's Correctional Lieutenant classification who are required to wear a County prescribed uniform, as assigned by the appointing authority, as a regular part of their duties, and, when they are required to buy and maintain those uniforms, shall receive a uniform allowance of forty-one dollars and sixty-six cents ($41.66) paid twenty-four (24) pay periods per year (the first two paydays of each month).

2. All other employees who are required to wear a County-prescribed uniform, as assigned by the appointing authority, as a regular part of their duties, and, when they are required to buy and maintain those uniforms, shall receive a uniform allowance of 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 SERVICES EMPLOYEES

The Manager of Animal Services 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. 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. GEOGRAPHICAL DIFFERENTIAL

Employees who reside in the Tahoe Basin (defined as the Tahoe Regional Planning Agency jurisdiction boundary around Lake Tahoe) shall receive two hundred dollars ($200.00), paid twenty-four (24) pay periods per year (the first two pay days of each month); employees regularly scheduled to work twenty (20) hours or fewer per week (0.5 FTE or less) shall receive half this amount. For purposes of determining eligibility, an employee's residence shall be as documented by the physical home address on record with County Payroll.

Section 9. MILEAGE REIMBURSEMENT

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

Section 10. 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 equivalent, as described below, to 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 within five (5) working days after 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 at the discretion of the Chief Administrative Officer, an employee will be entitled to pay for a higher classification in accordance with the provisions of this Section.

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. In lieu of Personnel Rule 608, Salary on Promotion, an employee who is in an Acting Pay Assignment pursuant to this Section shall receive a Temporary Upgrade Pay (TUP). The TUP will be an hourly rate equal to the sum of the differences in the base hourly rate and percentage-of-base hourly differentials (i.e. longevity, hazardous material assignment differential, POST certificate pay, CPA pay, etc. as applicable) between the employee's current classification and the nearest step within the higher acting classification's salary range that is not less than five percent (5%) more than their current step; provided, however, in no case shall the hourly wage calculated for the difference be more than the top step in the new salary range.

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

F. Higher pay assignments shall not exceed six (6) months except through reauthorization by the Director of Human Resources or designee.

G. 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.

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 11. 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 participating employees. Such contribution shall be made to either a 457 or 401(a) plan at the discretion of the County's deferred compensation plan fiduciary. Each new employee, and existing Unit members not currently enrolled, will be automatically enrolled in the County's Deferred Compensation program for purposes of administering this provision, unless the employee chooses to opt out within forty-five (45) calendar days of hire (calculated as date of hire + 44 days), or as otherwise specified in the plan document. Specific terms and conditions of the deferred compensation program are controlled by the plan document.

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.

Section 12. PROCUREMENT CERTIFICATION INCENTIVE

A. Employees who are assigned by the appointing authority or their designee in writing to manage the County's central procurement division and charged with performing professional procurement responsibilities and who are a Certified Public Procurement Officer (CPPO) shall receive a differential of five percent (5.0%) of base salary for each hour in paid status for possessing such certification.*

B. Employees who are assigned by the appointing authority or their designee in writing to manage the County's central procurement division and charged with performing professional procurement responsibilities and who are a Certified Professional Public Buyer (CPPB) shall receive a differential of two and one half percent (2.5%) of base salary for each hour in paid status for possessing such certification.*

C. Each employee eligible to receive this incentive shall provide proof of valid certification in the form of a copy of the certification, an official notification letter from the certifying body (Universal Public Purchasing Certification Council or successor body), or a copy of an online certification standing from the UPPCC. Eligibility to receive the incentive will cease 1) upon the date of certification withdrawal, expiration, decertification, or other termination, or 2) upon change in job assignment that no longer qualifies the employee for the differential. The duties and responsibilities of the County's central procurement division (the Chief Administrative Office, Procurement and Contracts Division or successor named department/division) and the activities that constitute professional procurement responsibilities shall be at the discretion of the appointing authority or their designee. When such assignment is terminated at the discretion of the appointing authority or their designee for non-disciplinary reasons and the employee is no longer entitled to Procurement Certification Incentive pay, such loss of Procurement Certification Incentive pay shall not be considered a "punitive action" and is not subject to appeal or grievance.

* Represents total amount of incentive granted; amount shown is not cumulative with the incentive for being a Certified Professional Public Buyer (CPPB) (i.e., if a qualifying employee is both a CPPO and

a CPPB, such employee still only receives a maximum incentive of five percent (5.0%) of base salary for each hour in paid status).

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, the County will contribute a prorated share of the costs listed as specified in Article 13, Section 2.E. 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 for at least sixty-four (64) hours during a pay period. 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. An employee who is off work and who is both eligible for and

designated a benefits-protected leave under State or Federal law such as FMLA/CFRA shall be eligible for continuation of the County's Contribution to the extent provided by law for the duration of the designation or up to the time of the employee's separation from County service whichever occurs first.

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 Contributions, as identified below, in order to retain benefit coverage under the County sponsored Health/Dental benefit plan.

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

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. 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

1. An employee 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 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 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 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 eighty thousand dollars ($80,000.00) 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 (AD&D) coverage is included in this Plan.

The County has the non-appealable right to increase the group term life insurance plan and AD&D coverage amounts for classifications covered by this MOU.

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 the employee's 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

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

Section 2. PROCEDURE FOR PERMANENT LAYOFFS

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

A. The 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 the employee's 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 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 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 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 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 Article.

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. Article 16, Section 1 is excluded from the scope of grievances. Furthermore, appeals of the Reduction in Force Articles and policies which fall under the appeal process contained within that policy are also excluded.

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 their 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 their 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 their 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 ninety (90) days prior to the expiration of the current agreement term.

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

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 they have 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 their 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 WORKPLACE

The County and the Association agree that they are committed to providing and maintaining a drug free workplace in accordance with the Drug Free Workplace Act of 1988. It is understood that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace 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 workplace, 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 workplace or affecting work performance.

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

COUNTY OF EL DORADO

Jack Hughes
Liebert, Cassidy, Whitmore
Lead Negotiator for the County
Or Designee Justin Greea

Date 3/25/25

Joseph Carruesco
Director of Human Resources

Date 3-24-25

EL DORADO COUNTY MANAGERS' ASSOCIATION
EDCMA

Jon Crawford
Labor Representative
Or Designee

Date 3/20/25

Jon Eslick

David Brownstein

BOARD OF SUPERVISORS

Chair, George Turnboo

Date 4/1/25

ATTEST: Kim Dawson,
Clerk of the Board of Supervisors

By
Deputy Clerk

Date 4/11/25

MEMORANDUM OF UNDERSTANDING

Between

The County of El Dorado

And

Operating Engineers Local Union No. 3
Trades and Crafts Bargaining Unit

July 1, 2021 – June 30, 2024

MEMORANDUM OF UNDERSTANDING
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MEMORANDUM OF UNDERSTANDING
Between the County of El Dorado and the
Trades and Crafts Bargaining Unit

ARTICLE 1. TERMS AND CONDITIONS

Operating Engineers Local #3 AFL-CIO (herein referenced to as "Union") 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 Trades and Crafts (TC) bargaining unit, have exchanged freely information, opinions and proposals and have reached mutual 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 upon approval and adoption by the Board of Supervisors through June 30, 2024.

This MOU cancels all previous agreements and shall supersede any policies, practices or ordinance provisions with which it may be in conflict. Nothing contained herein shall be applied on a retroactive basis unless specifically stated.

ARTICLE 2. AUTHORIZED AGENTS AND RECOGNITION

Section 1. Authorized Agents

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

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

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

Section 2. Recognition

A. County recognition - The Director of Human Resources or designee is the representative of El Dorado County in matters related to employer-employee relations.

B. The Operating Engineers Local Union No.3 is the exclusively recognized employee organization for the Trades and Crafts (TC) Unit.

ARTICLE 3. COUNTY RIGHTS

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

Nothing in this article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the County by any law regulating, authorizing or empowering the County to act or refrain from acting.

ARTICLE 4. 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 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, such as times and places of meetings, provided such use does not interfere with the needs of the department. All materials posted shall 1) not be obscene; 2) shall not malign the County or its representatives; and 3) shall not constitute harassment, discrimination or retaliation based on a legally protected status. The Human Resources Director or designee reserves the right to remove any material posted in violation of this section if the Union refuses to remove the material on its own.

The designated representative of the Union 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 3. Use of County Buildings

County buildings and other facilities shall be made available for use of the Union or its representatives in accordance with such administrative procedures as may be established by the Chief Administrative Officer or appointing authorities concerned.

Section 4. Advance Notice

Except in cases of emergency as provided below in this subsection 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 the appropriate management representatives. In cases of emergency, the County shall notify the Union on the first business day after the emergency of its actions.

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. 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 or designee in unusual circumstances. Except by agreement with the Director of Human Resources or designee, the number of employees excused for meet and confer sessions shall not exceed four (4) in number.

ARTICLE 5. WAGES AND OTHER RELATED ISSUES

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, 2021 – June 30, 2024 MOU, the County will increase base wages for benchmark classifications and internally tied non-benchmark classifications to approximately (+/- 1%) of the median of the County's April 2021 comparable agency compensation survey.

Effective the first full pay period in July 2022, the County will increase base wages for all classifications in the Trades & Crafts unit by 2.0%.

Effective the first full pay period in July 2023, the County will increase base wages for all classifications in the Trades & Crafts unit by 2.0%.

Section 1. Salary Status Upon Reemployment

A full time or part time employee who resigns in good standing and is reappointed in the same or closely related class within the same classification series within one year of resignation shall be eligible, with the approval of the appointing authority, to be reappointed at any step up to and including the salary step received prior to resignation. If the appointing authority wishes to rehire the employee at a step which exceeds the step paid at the time of resignation, approval shall be required consistent with the Personnel Rules. 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 2. Salary Step Increases

1. After completion of thirteen (13) biweekly pay periods of satisfactory service at step 1 of the salary range, and upon recommendation of the appointing authority, the employee shall be advanced to the next higher step. If an employee is appointed at a step higher than the first step of the salary range for that classification, the first increase shall be after completion of twenty six (26) full pay periods of service which

meets standards.

2. After the completion of twenty six (26) biweekly pay periods of satisfactory 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 of that classification until the top of the range is reached, unless the appointing authority or designee submits required paperwork at least one full pay period prior to the anniversary date stating the increase will be denied.

3. All increases shall be effective on the first date 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, and 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 schedule at its discretion. The County agrees to give employees a minimum of a five (5) working day advance notice of work schedule changes unless otherwise agreed to by the affected employees. It is agreed that by posting of the "Snow Removal" work schedule shall constitute notice for the entire snow removal season. Employees assigned weekend duty responsibility on the "Snow Removal" schedule will not be entitled to on-call pay.

C. The Department of Transportation may authorize a 4/10 or a 9/80 work schedule for road, mechanic and related crews with a minimum of five (5) working days advance notice to the affected employees. The Department of Transportation may cancel such work schedule by giving the employees thirty (30) days' notice unless otherwise agreed to in writing by the affected employees. The Department of Transportation agrees to continue employees assigned to a night shift in their standard 5/8 work schedule unless otherwise agreed to in writing by the affected employee(s), or due to circumstances in which the department believes it is reasonable to assign the employee back to day shift during the week.

   1. Employees working on a 4/10 work schedule will work for four (4) days at ten (10) hours a day on a weekly basis. For employees working a 4/10 work schedule, each employee's designated FLSA workweek will be the same as the standard 5/8 work schedule and shall begin on Saturday at 12:00 a.m. and end at 11:59 p.m. the following Friday.

   2. Employees working a 9/80 work schedule will work four workdays of nine (9) hours each week, and one (1) workday of eight (8) hours every two weeks with a corresponding day off on that same day in the other week. For employees

working the 9/80 work schedule, each employee's designated FLSA 7/day workweek (168 hours in length) shall begin exactly four hours after the start time of his/her eight hour shift on the day of the week that corresponds with the employee's alternating regular day off. For purposes of overtime compensation as provided for in Section 2 of this Article, employees on a 9/80 work schedule will be provided overtime in excess of 40 hours of "time worked" as defined in Section 2(B) within the FLSA 7-day workweek defined above in this subsection for the 9/80 work schedule.

3. Sick and vacation pay continues to accrue for employees on an alternative work schedule at the rates and under the conditions outlined in the current MOU. Any approved leave of absence will be recorded as time away at the hours the employee would typically have worked during the period of leave under the assigned work schedule.

4. Pursuant to Article 9 PAID LEAVES, Section I Holidays, subsection (E) of this MOU, paid holidays for employees on an alternative work schedule are paid as an eight (8) hour day. Therefore, to receive full pay on a paid holiday while on an alternative work schedule, the employee shall use and record one (1) or two (2) hours of accrued leave, depending on the employee's alternative work schedule, on their timecard for that holiday day.

5. Pursuant to Article 9 PAID LEAVES, Section I Holidays, subsection (C) of this MOU, 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. Furthermore, pursuant to Article 9, PAID LEAVES, Section I Holidays subsection (C)(1)(a), 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.

D. 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 period 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.

Employees will be allowed a meal period of not less than thirty (30) minutes, nor more than one (1) hour, scheduled approximately at the middle of a full work shift in accordance with County's Personnel Rules.

E. 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 in writing by the employee. An email may serve as written notice.

F. Notwithstanding B and C, above, the Director of Human Resources, at his/her discretion, and upon recommendation of the appointing authority, may approve an

alternative work schedule on a trial basis. Alternative work schedules proposed by the Union shall be submitted to the appointing authority and the Director of Human Resources. Department initiated alternative work schedules shall be submitted to the Union. Upon request by the Union, 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 the Union.

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. Holidays will be included in the calculation of “time worked”.

C. Compensation

Overtime required by the FLSA shall be compensated at one and one-half (1 ½) times the employee's regular hourly rate of pay, or at the employee's request and with the department's approval, compensatory time off (CTO) accrued at the rate of one and one-half (1 ½) times off for each FLSA overtime hour worked. Overtime not required by the FLSA shall be paid as premium compensation at one and one-half times the employee’s base hourly rate of pay, and shall not be eligible for CTO in lieu.

D. Accumulation and Use of Compensatory Time Off

The maximum accumulation of Compensatory Time Off (CTO) is 200 hours.

1. Use of accumulated CTO shall occur at a time mutually agreeable to the appointing authority and the employee; whether to use accumulated CTO for authorized leaves shall be at the discretion of the employee.

2. Employees may cash out compensatory time off at any time subject to the approval of the appointing authority.

3. Upon termination, any employee with accumulated CTO shall have it paid off.

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 in writing. An email may serve as written response.

2. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods. Compensatory time off taken may be used as part of the established work week to earn fringe benefits and to serve out probationary and merit step increase periods.

Section 3. On-Call Duty Compensation

A. When warranted and in the interest of the County operation, appointing authorities or their designee may assign employees to "on-call" status.

B. "On-call Duty" is an assigned duty outside the normal work week assignment during which an employee must remain where he can be contacted by telephone and he is ready for immediate call-back to his department to perform an essential service.

C. An employee assigned “on-call duty” shall be compensated at the rate of $2.50 per hour.

D. Animal Control Officers' response time: Animal Control Officers on "on-call duty" shall have thirty (30) minutes in which to respond to a call back request.

E. An employee shall not be placed on the list to be contacted for on-call duty if the employee is on an approved vacation or 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 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 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-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-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 FLSA compensation provisions.

Section 5. Acting Pay Assignments

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, 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 Personnel Rules:

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 appointing authority's or designee's written approval of this assignment must be submitted to the Director of Human Resources or designee at the 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 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 by the County Administrator, in his sole discretion, 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 normally be expected to meet the minimum qualifications for the higher classification.

D. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this agreement.

E. Higher pay assignments shall not exceed six (6) months except through reauthorization.

F. If approval is granted for pay for work in a higher classification and the assignment is terminated and later reapproved for the same employee within thirty (30) days, no additional waiting period will be required.

G. Allowable overtime pay, shift differentials and/or work location differentials will be

paid on the basis of the rate of pay for the higher class.

H. Unit members in the classification of Highway Maintenance Worker II and assigned to the Tahoe Basin will be considered as working out of class in the Highway Maintenance Worker III classification during the snow season; and having met the above listed provisions, provided: (1) the department designates in writing the beginning and the end of the snow season; and (2) the season shall not extend beyond the normal four-month period, unless agreed in writing by the department.

Unit members in the classifications of Bridge Maintenance Worker II, Traffic Control Maintenance Worker II, and/or Equipment Mechanic I/II who possess the necessary commercial driver's license and who are assigned to the Tahoe Basin to operate heavy equipment in the performance of snow removal operations, will be considered as working out of class in the Highway Maintenance Worker III classification, provided the department designates in writing the beginning and the end of the acting assignment on the forms prescribed by Human Resources.

Section 6. 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) 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 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 7. Geographical Differential

Employees who reside in the Tahoe Basin (defined as the Tahoe Regional Planning Agency jurisdiction boundary around Lake Tahoe) shall receive two hundred dollars ($200.00), paid twenty-four (24) pay periods per year (the first two pay days of each month); employees regularly scheduled to work twenty (20) hours or fewer per week (0.5 FTE or less) shall receive half this amount. For purposes of determining eligibility, an employee's residence shall be as documented by the physical home address on record with County Payroll.

Section 8. Longevity Pay

Longevity pay shall be granted for continuous service in an allocated position with the County, except as otherwise provided under the terms of this MOU or Personnel Rules, as follows. Base salary is defined as the hourly rate as listed in the Salary Resolution for the employee's classification and step.

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

***** Represents total amount of longevity granted; amount shown are not cumulative. Any and all longevity credits, or pay for those employees who are eligible, shall become effective no later than the first full biweekly pay period following the completion of the required period of continuous service.

Upon Board of Supervisors adoption of the January 1, 2019 – June 30, 2021 MOU, the following changes to longevity pay will occur:

A. Individuals who have separated from County service and are subsequently re-hired and all new employees hired on or after the date the Board of Supervisors adopts the MOU will not be eligible for longevity pay.

B. Employees who were hired prior to the date the Board of Supervisors adopts the 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.

C. Employees who were hired prior to the date the Board of Supervisors adopts the 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 9. Shift Differential

Except as otherwise specified, any regular employee who is assigned to work and actually works the department defined (swing shift) shall receive an additional seventy-five cents ($.75) per hour over their regular rate of pay for all hours actually worked during this shift.

Except as otherwise specified, any regular employee who is assigned to work and actually works the department defined (graveyard night shift) shall receive an additional one dollar ($1.00) per hour over their regular rate of pay for all hours actually worked during this shift.

Employees in the Department of Transportation: Notwithstanding the above, any employee who actually works between the hours of 6:00 p.m. and 6:00 a.m. shall receive an additional one dollar ($1.00) per hour over their regular rate of pay for all hours actually worked during this period.

Employees in Custodian Classifications: Custodian classifications that are assigned and work the department defined swing or night shift shall receive eighty-five cents ($0.85) per hour over their regular rate of pay for all hours actually worked.

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 10. Toxic Chemical Differential

Those employees qualified and assigned by the department to handle pesticides/herbicides shall receive a per hour differential over their regular rate of pay for each hour assigned to handle pesticides/herbicides. The term “Handle” means physically touching or manipulating chemicals with one’s hands and/or tools, including measuring, mixing, applying, and operating application equipment. This differential will be applicable anytime employees are assigned to handle or apply pesticides/herbicides as well as to mechanics exposed to pesticides/herbicides while assigned to service application equipment in accordance with California Department of Pesticide Regulation definitions. Such employees who are trained, certified as verified by the department on the prescribed form, and assigned by the department as needed to handle pesticides shall receive:

- 5.0% per hour differential over their regular rate of pay for each hour assigned to handle pesticides/herbicides, or

- 7.5% per hour differential over their regular rate of pay for each hour assigned to handle pesticides/herbicides, or assigned to train other employees in the application of pesticides/herbicides, while possessing a "Qualified Applicators License" (QAL) issued by the State of California.

Employees in the Bridge Maintenance Worker classification series who are qualified and assigned by the Department of Transportation to handle High Molecular Weight Methacrylate, polymer concrete coatings and epoxy resins on bridge decks and related surfaces shall receive a five percent (5%) per hour differential over their regular rate of pay for each hour assigned to handle such treatment.

Employees in the Building Maintenance Worker classification series who are qualified and assigned by the Facilities Division of the CAO to handle ammonia and/or halocarbon refrigerant, including the removal of Freon, in the performance of work on stationary air conditioners and refrigeration systems shall receive a five percent (5%) per hour differential over their regular rate of pay for each hour assigned to handle such treatment.

Section 11. Communication Training Officer Pay

Qualified employees in the Public Safety Dispatcher II classification who are assigned by the appointing authority or his/her designee as a Communication Training Officer shall receive a five percent (5.0%) base wage differential when actively assigned a trainee. Required qualifications and assignment as a Communication Training Officer and assignment of Public Safety Dispatcher(s) to Communication Training Officer(s) shall be made at the sole discretion of the appointing authority or his/her designee. Notwithstanding, this assignment and differential shall be limited to a maximum of five (5) Dispatcher Training Officers. The duties and responsibilities of Communication Training Officer and the activities that constitute "communication training" shall also be at the discretion of the appointing authority or his/her designee. When such assignment is terminated at the discretion of the appointing authority or his/her designee for non-disciplinary reasons and the employee is no longer entitled to Communication Training Officer pay, such loss of Communication Training Officer pay shall not be considered a "punitive action" and is not subject to appeal or grievance.

ARTICLE 7. ALLOWANCES FOR WORK RELATED EXPENDITURES

Section 1. Uniforms and Uniform Allowance

A. Mechanics and mechanics' helpers shall be provided with five sets of uniforms per week through a laundry service. An extra uniform shall be available for cases when the employee is assigned to work six (6) consecutive days.

B. The County will provide coveralls for the Transportation paint crew while doing painting or thermo-plastic work. The County shall provide for the periodic cleaning of these coveralls.

C. Employees who are required to wear a County prescribed uniform, that 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 twelve dollars and forty-nine cents ($12.49) paid twenty-four (24) pay periods per year (the first two pay days of each month).

D. Animal Control Officers shall receive five hundred dollars ($500) per year worth of uniforms in lieu of any uniform allowance.

Section 2. Boot Allowance

Employees who are required by a department to wear boots shall receive a three hundred fifty-dollar ($350) boot allowance payment to be paid the first full pay period in 2022 which occurs at least one hundred twenty (120) days following Board adoption of the July 1, 2021 – June 30, 2024 MOU. Eligible employees will receive a boot allowance in the amount of three hundred twenty-five dollars ($325.00) paid in pay period fifteen (15), 2023 and in each year thereafter. The Department will make the request for appropriate allowance to Payroll with the prescribed form or system. The boot allowance shall be automatically renewed 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.

Section 3. Tool Allowance

A. Equipment Mechanic Helper/I/II/III/Sr classifications, Fleet Services Technician I/II/Sr classifications, and Equipment Maintenance Supervisors who are required to provide their own tools shall receive fifty dollars ($50) per month (payable in equal installments each pay period for 26 pay periods) as a tool allowance to reimburse them for the purchase of new tools.

B. Facilities Operations Technicians who are required to provide their own tools shall receive an annual one hundred and fifty dollars ($150) tool allowance, payable as seventy five dollars ($75.00) at pay period 01 and 14 of each year. Building Maintenance Worker I/II/III and Facilities Operation Supervisors who are required to provide their own tools shall receive an annual one-hundred dollar ($100) tool allowance, payable as fifty dollars ($50) at pay periods 01 and 14 of each year. Employees in the classifications listed above must be in paid status in the pay period immediately preceding pay period 01 or 14 to receive the tool allowance.

Section 4. Mileage Reimbursement

The rate of reimbursement for employees' use of private vehicles on County business shall be the federal rate as determined by the Internal Revenue Service.

Section 5. Registered Veterinary Technician Reimbursement

The County shall pay on an annual basis the State of California Registered Veterinary Technician registration fee and associated continuing education costs up to a total of two hundred and fifty dollars ($250) per fiscal year for employees in the Animal Services Division.

Section 6. Building Inspector Certification Program

A. The County shall provide a certificate program for classifications determined by the Planning and Building Department. Possession of the certificate must be related to the employee's job duties. Employees in these classifications will be eligible to receive additional compensation for possession of one or more valid certificates as specified below, provided, however, no employee may receive more than two hundred and fifty dollars ($250) 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:

(Dollar amounts represent monthly amounts for certification listed.)

Provider	Certificate Title	Certificate ID*	Monthly Payment Amount
	Single Certification		
International Code Council	Residential Building Inspector	B1	$30
International Code Council	Residential Electrical Inspector	E1	$30
International Code Council	Residential Plumbing Inspector	P1	$30
International Code Council	Residential Mechanical Inspector	M1	$30
International Code Council	Residential Energy Inspector/Plans Examiner	79	$30
International Code Council	Residential Fire Sprinkler Inspector/Plans Examiner	RF	$30
International Code Council	Green Building – Residential Examiner	G1	$30
International Code Council	Permit Technician	14	$30
International Code Council	Zoning Inspector	75	$30
International Code Council	Property Maintenance and Housing Inspector	64	$30
International Code Council	Management Module	MM	$30
International Code Council	Legal Module	MG	$30
International Code Council	Building Codes and Standards Module	BC	$30
International Code Council	Fire Codes and Standards Module	FC	$30
International Code Council	California Residential Building Inspector	J1	$30
International Code Council	California Residential Electrical Inspector	J2	$30
International Code Council	California Residential Plumbing Inspector	J3	$30
International Code Council	California Residential Mechanical Inspector	J4	$30
International Code Council	Commercial Building Inspector	B2	$35
International Code Council	Commercial Electrical Inspector	E2	$35
International Code Council	Commercial Plumbing Inspector	P2	$35
International Code Council	Commercial Mechanical Inspector	M2	$35
International Code Council	Commercial Energy Inspector	77	$35
International Code Council	Fuel Gas Inspector	FG	$35

Provider	Certificate Title	Certificate ID*	Monthly Payment Amount
International Code Council	Accessibility Inspector/Plans Examiner	21	$35
International Code Council	California Commercial Building Inspector	I1	$35
International Code Council	California Commercial Electrical Inspector	I2	$35
International Code Council	California Commercial Plumbing Inspector	I3	$35
International Code Council	California Commercial Mechanical Inspector	I4	$35
International Code Council	CALGreen Inspector	CG	$35
International Code Council	Plumbing Inspector UPC	34	$35
International Code Council	Mechanical Inspector UMC	44	$35
IAPMO**	UPC Residential and Commercial Inspector	PI	$35
IAPMO	UMC Residential and Commercial Inspector	MI	$35
IAPMO	UPC Plumbing Plans Examiner	PPE	$40
IAPMO	UMC Mechanical Plans Examiner	MPE	$40
IAPMO	State of California Plumbing Inspector	CA-PI	$60
IAPMO	State of California Mechanical Inspector	CA-MI	$60
International Code Council	Building Plans Examiner	B3	$40
International Code Council	Electrical Plans Examiner	E3	$40
International Code Council	Plumbing Plans Examiner	P3	$40
International Code Council	Mechanical Plans Examiner	M3	$40
International Code Council	Residential Plans Examiner	R3	$40
International Code Council	Commercial Energy Plans Examiner	78	$40
International Code Council	Fire Plans Examiner	F3	$40
International Code Council	Code Specialist Module	CS	$40
International Code Council	California Building Plans Examiner	I6	$40
International Code Council	CALGreen Plans Examiner	CX	$40

Provider	Certificate Title	Certificate ID*	Monthly Payment Amount
Division of the State Architect	Access Specialist	N/A	$125
	Combination		
International Code Council	Building Inspector	B5	$20
International Code Council	Electrical Inspector	E5	$20
International Code Council	Plumbing Inspector	P5	$20
International Code Council	Mechanical Inspector	M5	$20
International Code Council	Residential Combination Inspector	R5	$40
International Code Council	Commercial Combination Inspector	C5	$40
International Code Council	Combination Inspector	C8	$40
International Code Council	Combination Plans Examiner	C3	$40
International Code Council	Building Code Specialist, or Certified Building Code Official	B6	$40
International Code Council	Electrical Code Specialist, or Certified Electrical Code Official	E6	$40
International Code Council	Plumbing Code Specialist, or Certified Plumbing Code Official	P6	$40
International Code Council	Mechanical Code Specialist, or Certified Mechanical Code Official	M6	$40
International Code Council	Housing and Zoning Code Specialist, or Certified Housing Code Official	H6	$40
International Code Council	Energy Code Specialist	G8	$40
International Code Council	Permit Specialist	T6	$40
International Code Council	Certified Building Official	CB	$125
International Code Council	Master Code Professional	MP	$125
International Code Council	Combination Inspector – Uniform Codes	50	$50
International Code Council	Combination Dwelling Inspector – Uniform Codes	56	$40
International Code Council	Light Commercial Combination Inspector – Uniform Codes	57	$50
International Code Council	Combination Inspector – California Codes	I8	$40

*Certificate ID is assigned by the Issuing Organization, and is listed for identification purposes. Any modification to the ID by the Issuing Organization shall be automatically incorporated herein.

**IAPMO = International Association of Plumbers and Mechanical Officials

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 following the month in which acceptable proof is submitted to the County. The department will attach to the Payroll Personnel Form (PPF) a copy of the valid certification or an official notification letter from the certifying agency.

C. Eligibility for compensation under this program will cease on the date specified on the certificate or upon such date the issuing agency withdraws, decertified 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.

D. No employee shall receive compensation under Section 6. Building Inspector Certification Program for any individual certificate that they must possess as a requirement of the employee's current classification held. Such certification requirement shall be as identified on the County's job classification specification.

E. Compensation under this program shall only apply when an eligible employee is in paid status during the pay period in which the certification premium is paid.

Section 7. DOT Haz-Mat Certification

Department of Transportation employees required by the appointing authority to possess/renew a hazardous material endorsement on their driver's license will be reimbursed for the additional cost of the endorsement. Employees will be given reasonable time to take the haz-mat endorsement test and renew the endorsement.

Section 8. Mechanics Certification Program

A. Employees in the Equipment Mechanic class series will be eligible to receive additional compensation of ten dollars ($10) per month for possession of one or more valid certificates as specified below, provided, however, that no employee may receive more than one hundred dollars ($100) per month for possession of any or all of the certificates.

Any one of the eight (8) individual certificates that make up the Master Automobile

Technician Certificate issued by the National Institute for Automotive Service Excellence.

A Class A Lamp Adjuster License, issued by the Bureau of Automotive Repair.

A Class A or B Brake Adjuster License, issued by the Bureau of Automotive Repair.

Any of the following certificates that make up the Master Heavy Duty Truck Technician

Certificate, issued by the Institute for Automotive Service Excellence:

- T1 Gasoline Engine
- T2 Diesel Engine
- T3 Drive Train
- T4 Brakes
- T5 Steering/Suspension
- T6 Electric Systems

Any of the certificates issued by the American Welding Society for flat, horizontal, vertical or over-head welding.

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 following 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, decertified 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.

D. No employee shall receive compensation under Section 8. Mechanics Certification Program for any individual certificate that they must possess as a requirement of the employee's current classification held. Such certification requirement shall be as identified on the County's job classification specification.

Section 9. Bilingual Pay

Pay for use of bilingual skills will be one dollar ($1.00) per hour for all hours in pay status. This differential shall only apply when an eligible employee is in paid status for a majority of their allocated hours in a pay period. Employees on leave without pay are not eligible for this differential.

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 bilingual pay, the employee must:

A. Demonstrate language proficiency acceptable to the appointing authority as certified in writing to the Director of Human Resources, or designee.

B. 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 employees to assess employees' bilingual capabilities when possible.

C. Written authorization for an employee to continue to receive a bilingual differential shall be reviewed and renewed annually by the appointing authority or designee.

D. Be certified by the County as possessing the requisite skill in the foreign language required in the assignment; and

E. Be authorized by the appointing authority and required as a regular part of the assignment of duties to converse and/or write in a language other than English.

In order to be eligible to receive such differential, an employee must demonstrate language proficiency acceptable to the appointing authority, as certified in writing to the Director of Human Resources or designee. Written authorizations shall be reviewed and renewed annually.

This differential shall only apply when an eligible employee is in paid status for a majority of their allocated hours in a pay period. Employees on leave without pay are not eligible for this differential.

Section 10. 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 one (1) 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 one hundred percent (100%) or paid directly by the County and shall take place on County time if possible.

ARTICLE 8. EMPLOYEE BENEFITS AND RETIREMENT

Section 1. Health/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 80% of the premium for full-time employees and the employee paying 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. .

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 Health Plan 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 Plan 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 Plan are determined solely by the OE3 Trust Health Plan administrator.

   Following the Board of Supervisors' approval of the January 1, 2019 – June 30, 2021 MOU and at the request of the OE3 Health Trust, a one-time premium payment will be refunded to each employee, if any, who had a one-time double OE3 sponsored health plan insurance premium deducted from their pay as prescribed by the July 1, 2017 – December 31, 2018 MOU. The Parties acknowledge it is the intent of the OE3 sponsored health plan to reverse the double deduction provision of the July 1, 2017 – December 31, 2018 MOU.

   OE3 Trust Health Plan premium deductions will begin the first pay period after enrollment election is made by the employee within the enrollment time period. Payroll may double deduct premiums in consecutive pay periods based on when the 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 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 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 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 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 Health Trust plans are described in the OE3 Specific Health Plan Document.

C. Part-time Employees

Any part-time employee whose regular work schedule is more than thirty-two hours (32) per pay period shall be eligible to participate in the medical/dental insurance programs on a prorata 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 health/dental costs above 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 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 health/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 health/dental insurance program.

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

Any part-time employee and dependents who, on or before 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 MOU.

D. Enrollment

1. Unit employees may choose the County sponsored Plan or OE3 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 Plan if allowed by law. In such case, neither the County nor the employee shall be required to make the contributions in Article 8, Section 1.A or 1.C as allowed/required by law.

2. Open Enrollment Periods will occur once every 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 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 6.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 Health/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 will provide a vision care component for employees and their dependents that are enrolled in a County Health/Dental Plan.

4. The County agrees to provide an IRC 125 Plan for employees covered by this MOU who are in a County sponsored health plan for the sole purpose of providing for employee paid health plan contributions to be paid though the IRC 125 account.

F. Continuation of Health/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 health/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 twenty thousand ($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. Long Term Disability (LTD)

The County shall provide a LTD Insurance Plan with a maximum LTD benefit of three thousand dollars ($3,000) per 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 one hundred percent (100%) of the employee gross base salary. The individual employee shall pay the cost of SDI.

Section 5. Injury or Illness Leave

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, compensatory time off, 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 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 contributions must pay directly to Risk Management 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 than32	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 ninety 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 OE3 Unit 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 6. Employee Assistance Program

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

Section 7. Retirement Issues

A. CalPERS Retirement Formula

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

1. 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.

2. 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.

3. 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.

B. CalPERS Contribution

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

1. Employees in Tier 1 and 2 will pay 7% of the CalPERS employee contribution.

2. Employees in Tier 3 pay 50% of normal cost of their pension.

C. 1959 Survivors Benefits: The County will provide 1959 Survivors Benefits, Level 3, pursuant to Government Code Section 21573. Each employee shall contribute 93 cents ($.93) per pay period as required by CalPERS regulations.

D. 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 El Dorado 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. Retiree health contribution rates will be recalculated annually on a calendar year

basis effective January 1 of each calendar year.

The Operating Engineers Trust Fund 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, 205, County contribution toward retiree health was discontinued for bargaining unit members hired on or after August 11, 2009; however, members hired into an allocated position (excluding extra help and provisional) on or after August 11, 2009, may continue to participate, at their own cost, in the County-sponsored retiree health pan options provided they meet the criteria specified in the plan.

   The County and Union agree to work together to develop an employee funded Retiree Health Account Program.

ARTICLE 9. PAID LEAVES

Section 1. Holidays

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

1. January 1 - New Year's Day
   (For employees in Public Safety Dispatcher I/II/Sr/Supv classifications only, New Year's Day holiday shall be observed from 7:00 pm, December 31 – 6:59 pm, January 1.)
2. January (Third Monday) - Martin Luther King Jr. 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 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

Regular employees shall be entitled to up to sixteen (16) hours of floating holiday time which include Lincoln's Birthday February 12 and Columbus Day, the second Monday in October. This time will be credited in pay period 01 of each year; hours of

floating holiday time for newly hired employees will be pro-rated upon date of hire. Floating holidays shall be taken at a time agreeable to both the employee and the appointing authority. Part-time employees shall receive this floating holiday time on a pro-rated basis.

Lincoln's Birthday and Columbus Day will not be considered holidays for payroll purposes. Floating holiday time must be used by the last day of pay period 26 of each year and is not subject to the payoffs 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. Nonstandard Work Schedule

    a. 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.

    b. If an employee works a nonstandard (rather than Monday through Friday) work schedule and has 3 regular days off in a row, and the third regular day off is the holiday, their next scheduled work day shall be observed as the holiday in lieu thereof.

2. It is the intent of this section to give all employees the same number of days off (thirteen (13) eight (8) hour days) with pay for holidays.

3. A holiday falling on an employee's day off will not be counted as hours worked for purposes of overtime.

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 entitled to premium compensation at time and one half of their base rate of pay for all hours actually worked, in addition to holiday pay.

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 based 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 employee's full-time equivalency (FTE).

Section 2. Vacation

Employees receive vacation benefits consistent with the provisions of Personnel Rules, summarized below, 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 two hundred forty (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 three hundred twenty (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 three hundred twenty (320) hours.

B. Limitations

1. Employees covered by this agreement will be eligible to use accrued vacation after completion of thirteen (13) bi weekly 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.

Section 3. Sick Leave

A. Accrual

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

B. Eligibility

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

1. 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.

2. Use of paid 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 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. 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.

2. 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.

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. In excess of six (6) individual 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 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 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.

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 twenty percent (20%) of their unused sick leave paid.

   (b) Employees with Over ten (10) years of service:
   Shall receive forty percent (40%) of their unused sick leave paid.

   (c) Employees with Over fifteen (15) years of service:
   Shall receive seventy percent (70%) of their unused sick leave paid.

   (d) Employees with Over twenty (20) years of service:
   Shall receive one hundred percent (100%) of their unused sick leave paid.

2. Maximum number of hours paid shall not exceed five hundred (500). 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 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 their coworkers in times of exceptional need. Justification 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 and fifty (1,250) hours over the immediate preceding twelve (12) months. In addition, this leave may not be used for more that 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 month must be forwarded to the supervisor before any action will be taken. The supervisor will forward the written request and verification to Human Resources.

B. An employee's supervisor may take the initiative to request leave donations for an eligible employee. The recipient must consent, and all necessary documentation must be provided.

C. Human Resources will ensure the requestor is eligible to receive catastrophic leave donations. Upon approval, 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 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 hour increments. Employees may donate up to an annual maximum donation of sixteen (16) hours to any one 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 may 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.

Section 5. Supervisory Leave

Employees in supervisory classifications requiring supervision of subordinate employees 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. Supervisory 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 a supervisory classification.

ARTICLE 10. 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 10, Section 1.B.1., below. Nothing herein is intended to create a "For Cause Standard" for release during a probationary period. Nothing herein is intended to prevent the County from extending a probationary period one time for a period not to exceed six 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 probationary period.

Except as provided herein, employees shall undergo a probationary period of twenty-six (26) biweekly pay periods. Employees in the classification of Public Safety Dispatcher I shall undergo a probationary period of thirty-nine (39) biweekly pay periods.

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

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 (see 1h and 2h);

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 the appointing authority 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 civil service 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; in any other circumstance not specifically excluded in Section 1, subsection B.2.

h. upon promotion from one County classification to another in the same classification series.

2. Probationary Period Not Required

A probationary period shall not be required under the following circumstances:

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 civil service status in the class except where the appointing authority 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;

h. upon promotion to the higher classification(s) in positions established as flexibly-staffed positions in the personnel allocation list, provided the employee has completed the probationary period in the lower classification. If the employee has not completed the probationary period in the lower classification, the probationary period will continue until the employee has worked the required number of pay periods in the position.

C. Acting Pay

Time worked by an employee while receiving acting pay pursuant to policy shall count toward completion of the probationary period only when all of the following conditions are met:

At the time the employee was designated as eligible for acting pay pursuant to Article 6. Section 5, the employee has been reachable on an employment list for the position compiled by Human Resources. There is no break in service between the employee's work in an acting status and the employee's promotion into the position.

1. To the extent the probationary period, when combined with employment in such status, shall not exceed one year.
2. Notwithstanding subparagraph c., the employee shall serve a minimum six (6) month probationary period.

E. Right of Return

An employee shall have the right of return to a position in a class in the Union unit which the employee previously occupied when the employee fails to satisfactorily

complete the probationary period after being promoted.

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, shall have the right of return to a position in the class and department from which the employee previously occupied, 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.

F. Laid-Off Employees

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

G. 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 the employee is rejected during probation. No reasons for the action are necessary.

H. Rejection During Secondary Probation

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

At the beginning of all probationary periods, the employee may 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. Not less than monthly the supervisor shall meet with the employee to review the employee’s progress toward meeting the supervisor’s expectations. The supervisor shall provide the employee with a written summary of the meeting.

The employee will acknowledge receipt of the summary of his/her progress by signing

a copy of the summary. The supervisor will retain the copy signed by the employee.

The employee shall be considered to have met expectations in any month in which the supervisor does not meet with the employee and provide the employee with a written summary of his/her progress. All written summaries, containing the employee's acknowledgment of receipt, shall be submitted to Human Resources with the appropriate forms for successful completion of probation or of the employee's failure to complete the probationary period.

Section 2. Documentation of Performance Evaluation

Non-probationary employees who have not yet reached the top step of their salary range shall be evaluated approximately thirty (30) days prior to the date that their next merit increase is due. Non-probationary employees who are at the top step of their salary range shall be evaluated annually on or about the anniversary date of their appointment to their current position. Nothing in this Section is intended to preclude the County from evaluating employees on a more frequent basis. Performance evaluations are to be accomplished using the current electronic Employee Performance Evaluation forms and process for documenting performance.

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 evaluation nor failure to provide letters of commendation and/or recognition are grievable or appealable.

Performance or issues which need improvement are to be documented by memorandum, e.g., letters of warning or counseling, reprimands, etc.

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 supervisors to give immediate attention to such reports.

B. Procedure

Step 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.

Step 2: The supervisor will respond in writing to the complaint within two (2) working days of the time the written complaint is filed.

Step 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 department or designee will review the alleged unsafe condition and will make the final decision on the grievance within two (2) working days of receiving the complaint. Copies of the safety complaint and the responses at all levels will be provided to the appropriate Safety Committee.

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. Drug Free Work Place

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

Section 5. Closure of County Building Policy

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

A. Any and all twenty-four (24) seven (7) days a week facilities and/or operations are exempt from Article 10, Section 5.

B. Employees whose buildings have been temporarily closed may be reassigned to work sites in the same geographical area.

C. Regular County employees scheduled to work, but who are directed to not report to work or 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 as determined by the Chief Administrative Officer, those regular employees who are required to come to work as part of essential services, as defined by the Chief Administrative Officer, will receive

premium compensation at one and one-half (1 ½) times the employee's base hourly rate of pay.

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 their geographical area, the employee may at his/her request utilize accumulated vacation and/or compensatory time off in lieu of reassignment unless the Chief Administrative Officer makes a finding that the employee's services are essential to the continued operation of the County.

G. Geographical area is generally defined as:

1. Tahoe Basin
2. Western Slope

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.

A. Policy

The Board of Supervisors may reduce the size of the County's workforce for any lawful reason that it determines is in the best interests of the County. The Board may direct (1) a temporary layoff of up to ten (10) working days of specific employees or classifications without invoking the provisions of this Article, 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 if displacement by bumping (demoting in lieu of layoff) is anticipated in accordance with this Article according to retention points. A list of the classifications 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 Union's current address. It is the appointing authority'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 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.

4. The written layoff notice shall include the effective date of the separation (layoff), the reasons for the layoff, displacement (bumping) rights, if any, rehire or 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:

- Extra-help,
- Probationary employees serving an initial probationary period,
- Regular civil service status part-time employees,
- Regular civil service status full-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 the employee's classification. Time spent in other classifications which the employee occupied within the prior three (3) years and which are at the same or higher rate of pay based upon the current salary plan applicable at the time of the layoff shall be included in the service time in the affected class. This includes probationary time. 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. It does include periods covered by authorized leaves of absences and such service accrued before a previous layoff.

2. Performance/Disciplinary Actions

a. An employee who receives an involuntary demotion as a disciplinary action will have twelve (12) points deducted from that employee's retention points if the administrative disciplinary appeal is completed or waived.

b. 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 if the administrative disciplinary appeal is completed or waived.

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. 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.

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 County service prior to the most current period of employment) job related coursework taken during the current period of employment; discipline actions; appointing authority determination. Letters of reprimand will be considered as tie breaker criteria for up to three (3) 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 regular 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 Human Resources.

3. 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 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 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.

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

6. Employment Interviews - appointing authorities who refer the names of individuals designated for layoff and who have requested transfers shall 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 the employee layoff or voluntary reduction shall receive the following considerations and benefits:

    a. All sick leave credited to the employee's account when laid off shall be restored, unless the employee received compensation for such sick leave at the time of the layoff.

b. All retention points held upon layoff shall be restored.

c. All prior service shall be credited for the purpose of determining sick leave and vacation earning rates, longevity pay increases, and time in step.

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

8. Meet and Confer - Prior to the actual layoffs, the County's representatives and the Union shall, at the request of the Union, 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 appointing authority shall fully justify and document the reasons therefore. The affected employees shall be provided a written notice of the department's request, reasons therefore and the date the Board of Supervisors shall consider the department's request.

F. Appeal of Layoff

1. Right of Appeal

a. Regular civil service status employees receiving a notice of layoff shall have the right to appeal only whether or not there was compliance with the procedures prescribed in this Article.

b. The right of appeal is limited to the scope and process provided in this section, "Appeal of Layoff".

c. The scope of any appeal shall not include such issues as the need for layoff, the reasons for layoff, or the exercise of other County prerogatives involved in layoff.

d. Probationary, Temporary and Extra Help appointments 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 or designee. 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 this section, “Appeal of Layoff”.

c. The notice of appeal shall state the employee's reasons for the appeal consistent with this Article.

3. Responsibilities of the Director of Human Resources or Designee

a. 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.

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. Human Resources will notify all employees potentially adversely affected of the appeal within five (5) working days of receipt of the successful appeal.

G. 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 paragraph F.4.b.

d. The neutral Layoff Arbitration Panel member shall be chosen by:

1) Mutual agreement between the County and Union or their designated representatives within five (5) working days of notification to the Union of an appeal.

2) 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.

e. Human Resources will notify the Chair of the CSC of their inability to agree on a neutral;

f. Human Resources will notify the Chair of the CSC of the 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.

g. 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.

h. 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.

2. If either or both party(s) 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.

3. 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.

H. Hearing Process

1. The employee filing the appeal and all other potentially affected employees will be notified of the date, time and place of the hearing not less than two (2) working days in advance of the hearing.

2. The neutral member shall serve as Chair of the Layoff Arbitration Panel.

3. The hearing shall be conducted in accordance with standard administrative hearing procedures. The Formal Rules of Evidence shall not apply.

4. In addition to hearing such evidence and witnesses as the parties, including any employees potentially affected by the appeal may call, the Layoff Arbitration Panel may question witnesses and call such witnesses as they deem appropriate.

I. 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 Action

An employee in this unit, having obtained permanent status in the County's Civil Service System, shall have the right to appeal a termination, demotion in class or salary step or suspension without pay. Such appeal shall be in accordance with the provisions of County Personnel Rules.

ARTICLE 13. GRIEVANCE PROCEDURE

A. Intent

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

B. Scope of Grievances

1. 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.

2. Specifically, excluded from the scope of grievances are:

   a. Subjects involving the amendment or change of Board of Supervisor's resolutions, ordinances, which do not incorporate the provisions of this MOU 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 which shall be processed under the County's Discrimination Complaint Procedure.

   c. Appeals of the "Reduction in Force" Articles and Policies which fall under the appeal process contained within that policy.

   d. Appeals of disciplinary actions resulting in termination, demotion, suspensions without pay which fall under the County's Civil Service Appeal Procedure.

C. Definitions

1. Grievant - A grievant is an employee in the unit who is filing a grievance as defined herein or 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.

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
A grievant and representative may formally submit a grievance to the immediate supervisor within seven (7) 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 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, such as Intermediate Supervisor or appointing authority to which the next level of employee grievance should be addressed.

b. Intermediate Supervisor
If the grievance is not resolved by the written decision of the immediate supervisor and if there is an intermediate level of supervision (Superintendent) below the appointing authority, the grievant and representative may, within five (5) working days after the date of the supervisor's decision, file a written appeal to the intermediate supervisor (Superintendent) who shall respond in writing within ten (10) working days. If the grievance is denied, the reasons for denial shall be given in the supervisor's response. This response shall contain the position to which the next level of employee grievance should be addressed.

c. Appointing Authority
If the grievance is not resolved by the written decision of the supervisor, the grievant may submit in writing within five (5) working days after the date of the supervisor's written decision his grievance to the appointing authority. The appointing authority shall conduct such meeting(s) with the employee, informal hearings and investigations as are appropriate in the appointing authority’s judgment, and deliver to the grievant a written decision within ten (10) working days. If the grievance is denied, the reasons for denial shall be included in the response.

d. Director of Human Resources or Designee
If the grievant and representative wish to appeal the appointing authority's decision, the employee and representative may do so in writing to the

Director of Human Resources or designee within five (5) 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 his/her judgment and deliver to the grievant a written decision within fifteen (15) 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 and the grievance is based upon one of the Articles listed in this MOU (except for the Reduction in Force Article 11) the grievant and representative may within ten (10) working days notify the Director of Human Resources or designee that it is appealing the Director of Human Resources' or designees' 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 & 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.

4. Basic Rules

a. Costs
All costs incurred jointly by both parties to the final resolution process shall be borne equally by the parties. Costs incurred separately shall be borne by the party incurring them.

b. Time Limits
If a grievant 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 the grievant's choice at any formal level of this procedure. The grievant may take reasonable County time without loss of pay to prepare his/her grievance and meet with

management representatives regarding the grievance. Other employees assisting or representing the grievant shall do so on their own time.

ARTICLE 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 of El Dorado. Union agrees that under no circumstances will the Union recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, slowdown or picketing (hereinafter collectively referred to as work stoppage) in any office or department of the County, nor to curtail any work or restrict any production, or interfere with any operation of the County. Nor will this organization recognize the strike or job action of any 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 Union, 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 Union, 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, as against any such employee.

ARTICLE 15. FULL UNDERSTANDING, MODIFICATION, 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 understandings 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 with the exception of non-MOU proposals made during negotiations for 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 the 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.

Section 1. Job Sick-Outs – Variance from Personnel Rule 1604. Sick Leave

Whenever the CAO or designee determines that an increase in absenteeism due to a job action or sick out is significantly and detrimentally affecting the ability of one or more departments to carry out their functions 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 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.

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 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 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 MOU's or adopted Salary and Benefit Resolution, except with respect to any salaries governed by Section 504 of the El Dorado County Charter. Any notice provided subject to this section must include evidence demonstrating the basis for the claim of financial hardship.

At any time after January 1, 2015, either party may request to meet and confer over the economic status of the County and the impact on the members of the bargaining unit.

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

COUNTY OF EL DORADO

3/22/22

Jack Hughes, Misty Garcia For Date
Liebert, Cassidy, Whitmore
Lead Negotiator for the County

3-16-22

Joseph Carruesco Date
Director of Human Resources

Operating Engineers
Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO, Trades and Crafts

3-16-22

Michael De Anda Date
Business Representative

Nick Battaini

Lynda Jorgensen

James Sisemore

Shannon Starr

BOARD OF SUPERVISORS

Lori Parlin, Chair

3/22/22
Date

ATTEST: Kim Dawson,
Clerk of the Board of Supervisors

By
Deputy Clerk

MEMORANDUM OF UNDERSTANDING

Between

The County of El Dorado

And

El Dorado County Probation Officers Association

January 1, 2023– December 31, 2025

MEMORANDUM OF UNDERSTANDING

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MEMORANDUM OF UNDERSTANDING

ARTICLE 1. TERMS AND CONDITIONS

El Dorado County Probation Officers Association (herein referenced to as "Association") 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 Probation (PR) Bargaining Unit (Unit), have exchanged freely information, opinions and proposals and have reached mutual 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 January 1, 2023 through December 31, 2025. Nothing contained herein is intended to be applied retroactively unless expressly indicated below within this MOU.

The County's Personnel Rules shall remain in force and effect other than where superseded by specific provisions of this MOU. Nothing contained herein shall be applied on a retroactive basis unless specifically stated.

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

EDCPOA
PO BOX 283
Shingle Springs, CA 95682

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 PR Unit.

Section 3. Labor Management Committee

The County and the Association agree that the Labor Management Committee (LMC) is an ongoing problem solving forum designed to aid in communication between the parties and administer this Agreement.

1. The LMC shall meet on the odd months (January, March, May, July, September, and November) unless the parties mutually agree to have more frequent meetings. Meetings can be postponed by mutual agreement due to business necessity.

2. The parties will mutually prepare an agenda a week in advance. The meeting will be cancelled if there is no agenda.

3. The LMC shall consist of an employee-member representative and a management representative from Placerville, Shingle Springs, South Lake Tahoe, the business agent for the Association, and Probation Officer or designee.

4. The County shall allow the employee-member representative to attend LMC meetings on County time, including travel, but shall not pay for overtime used beyond an employee-member representative's regularly scheduled shift.

ARTICLE 3. COUNTY RIGHTS

County retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this MOU, except as expressly limited by a specific provision of this MOU. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the County and not abridged herein, include, but are not limited to, the following; to manage and direct its business and personnel; to manage, control, and determine the mission of its departments,

building facilities, and operations; to create, change, combine, or abolish jobs, departments, and facilities in whole or in part; to direct the work force; to increase or decrease the work force, and determine the number of employees needed; to hire, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation, and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct; to determine the type and scope of work to be performed by County employees, and the services to be provided; to classify positions, to establish initial salaries of new classifications; to determine the methods, processes, means, and places of providing services, and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this article is intended to alter the post-agreement rights of the respective parties as established by law to meet and confer on changes which would 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. ASSOCIATION RIGHTS

Section 1. Payroll Deductions

A. The Association 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. 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 Association a list of new employees hired into regular positions represented by the Association on a biweekly basis.

C. The County shall not be liable to the 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 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 Association shall be allowed by a County department, in which it represents employees, use of available bulletin board space and electronic media 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 shall 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 material posted in violation of this section if the Association refuses to remove the material on its own.

The designated representative of the Association shall give notice to the appointing authority 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 Association 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 authorities concerned.

Section 4. Duplicating Equipment

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

A. The Association purchases any required access keys.

B. The Association reimburses the County promptly upon demand for the actual costs of the use of the equipment and material.

C. The Association's use of such equipment and facilities does not interfere with the use by County employees for County business.

Section 5. Release Time

County employees who are official representatives of the Association shall be given reasonable time off with pay to attend formal meet and confer sessions, grievance or discipline meetings with management representatives. The Association shall notify the Director of Human Resources or designee of the names and departments of employees who are official representatives of the Association. Such representatives shall notify

their supervisors in writing on the first business day after a meeting has been scheduled of the dates of excused absences. This advance notice may be waived 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 released for meet and confer sessions shall not exceed four (4) in number.

Section 6. Advance Notice

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

ARTICLE 5. WAGES AND OTHER RELATED ISSUES

Effective the first full pay period following Board of Supervisors adoption of the January 1, 2023 to December 31, 2025 MOU, the County will increase base wages for benchmark classifications and internally tied non-benchmark classifications to approximately the median (+/- 1%) of the County's May 2022 comparable agency compensation survey.

Effective the first full pay period in July 2023, the County will increase base wages for all classifications in this bargaining unit by 2.0%.
Effective the first full pay period in July 2024, the County will increase base wages for all classifications in this bargaining unit by 2.0%.
Section 1. 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 (2) years of resignation shall be eligible, with the approval of the appointing authority, to be reappointed at any step up to and including the salary step received prior to resignation. If the appointing authority wishes to rehire the employee at a step which exceeds the step paid at the time of resignation, approval shall be required consistent with the Early Salary Range Step Advancement Personnel Rule. 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 2. 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) biweekly pay periods.

B. After completion of twenty-six (26) biweekly pay periods of service at each of the salary steps of Step 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 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, excluding an increase from Step 1 to Step 2 pursuant to Section 2(A), which shall be effective on the first day of the biweekly pay period following the recommendation of the appointing authority.

Section 3. Classification Consolidation

A. The County shall recommend to the Board of Supervisors that it 1) adopt the consolidated classification series DPO I/II/III, Supervisor A (collectively, "DPO-A"); and 2) retitle and amend the existing DPO (field) classification series to DPO I, II, SR, Supervisor B (collectively, "DPO-B"), effective the first full pay period following the Board of Supervisors adoption of the January 1, 2023 to December 31, 2025 MOU.

B. Base wages for DPO-A classifications shall be set and maintained equal to commensurate level retitled DPO-B classifications.

C. Should a DPO-B classification be vacated for any reason, including but not limited to voluntary resignation, retirement, promotion, transfer, etcetera, the vacated position shall be deleted, and replaced, upon Board approval, with a commensurate DPO-A allocation.

No individual may be newly hired, rehired, or otherwise moved into (via promotion, demotion, transfer, etcetera), a DPO-B classification. Once all allocated positions in a DPO-B classification are vacated and deleted, the DPO-B classification shall be abolished; once DPO-B is abolished, DPO-A classifications shall be retitled to DPO (without the "A" identifier) as the sole DPO classification series.

D. As used in the context of the classification consolidation for establishment of base wages and probationary period, "commensurate level" means levels I, II, and supervisor are treated as the same level for each respective class; a Sr. DPO (field or institutions) shall be considered the same level classification as DPO III A and/or Sr. DPO B.

E. For the sole and exclusive purposes of determining reduction in force retention points and shift selection seniority, DPO-B classes shall be treated as one class with their DPO-A counterparts, regardless of flexible-staffing. Therefore, DPO Supervisor B shall be treated as the same class as DPO Supervisor A, and DPO I, II, SR B, shall be treated as the same class as DPO I/II/III A for calculation of seniority/retention points.

Notwithstanding, should a reduction in force occur resulting in the layoff or displacement of a DPO-A incumbent, the lowest seniority commensurate level DPO-B incumbent may be re-assigned to work in an institution in order to ensure required staffing levels and institution operational needs are met, at the sole discretion of the appointing authority. The appointing authority may instead assign a lower level, lowest seniority DPO-B to work in an institution, when, in the appointing authority's discretion, such assignment would sufficiently meet required staffing levels and institution operational needs. Such assignment of a DPO-B to replace a laid off or otherwise displaced DPO-A to work at an institution shall not be subject to grievance or appeal.

ARTICLE 6. DAYS & 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, and 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 schedule at its discretion. The County agrees to give employees a minimum of a five (5) working day advance notice of work schedule changes.

C. 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 periods (duty-free meal period) or to shorten the work day. Neither shall any additional pay accrue to an employee who misses or loses a rest period.

D. With the approval of the employee's supervisor, employees with a duty-free meal period may elect to take either a thirty (30) minute or one (1) hour meal period.

E. 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.

F. In accordance with the County Personnel Rules, employees shall work eight (8) hours per day, five (5) days per week unless a fourteen (14) day work period or an alternative work schedule is assigned in accordance with the procedures set forth herein. (See G and H below.)

G. The Director of Human Resources, at his/her discretion and upon recommendation of an appointing authority, may approve on a trial basis, during the term of this MOU alternative work schedules. Alternative work schedules proposed by the Association shall be submitted to the appointing authority and the Director of Human Resources. Department initiated alternative work schedules shall be submitted to the Association. Upon request by the Association, 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 the Association.

H. The classification of Probation Officer is exempt from the normal seven (7) day work period of the Fair Labor Standards Act (FLSA) pursuant to 29 U.S.C. Section 7(k) of the FLSA. At the discretion of the Chief Probation Officer or designee, based on available staffing employees may be assigned to a work schedule consisting of eighty (80) hours in a fourteen (14) day work period. Employees not assigned to such a work schedule shall be assigned to a standard seven (7) day, forty (40) hour work period.

I. For employees in a fourteen (14) day work period, overtime shall be defined as any authorized time worked beyond eighty (80) hours per biweekly pay period. The definition of “time worked” shall be as defined in the Agreement.

J. Employees whose regular day off falls on an official observed County holiday shall be compensated eight (8) straight-time hours for each full holiday falling on the scheduled day off. The holiday benefit created by this section shall not be counted as hours worked in the fourteen (14) day period mentioned above for the purposes of overtime.

K. Employees on a fourteen (14) day work period or an alternative work schedule who are regularly scheduled to work more than eight (8) hours on the official County holiday and take the holiday off, shall supplement the eight (8) hours of holiday pay for the holiday with accrued floating holiday leave, vacation, or compensatory time off (CTO) in order to earn a total of eighty (80) hours of pay in the work period.

L. The Chief Probation Officer or designee reserves the right to discontinue the fourteen (14) day work period or alternative work schedule upon thirty (30) calendar days’ notice. Cancellation of the fourteen (14) day work period or alternative work schedule shall not be considered punitive, and is not subject to any administrative review or appeal, except for what is required under the MMBA (Meyers-Milias Brown Act).

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 authorization must be made on the next regular working day.

B. Definition: Overtime shall be defined in accordance with the FLSA, except as specified in this MOU for purposes of contract overtime.

C. Compensation: 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, CTO accrued may be taken 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.

D. Accumulation and Use of CTO: The maximum accumulation of CTO shall be one hundred and sixty (160) hours.

1. Use of accumulated CTO shall be a time mutually agreeable to the appointing authority and the employee.

2. Employees may cash out CTO at any time subject to the approval of the appointing authority.

3. Upon termination, any employee with accumulated CTO shall have it paid off.

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 taken may be used as part of the established work week to earn fringe benefits and to serve out probationary and merit step increases.

3. 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 regardless of the number of hours actually worked during the work week.

4. 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 interest of the County's operations, appointing authorities 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 the employee can be contacted by telephone and employee is ready for immediate call-back to employee's 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 an approved 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 in on-call duty shall be entitled to the aforementioned two-hour minimum only once during a single on-call period or twice during a weekend on-call period.

C. There shall be no duplication or pyramiding of rates 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 shall be paid as premium compensation at time and one-half of 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

In recognition of limited choices of health care plans, providers, and associated costs in the Tahoe Basin, eligible employees shall receive a total of one hundred and one dollars and fifty-three cents ($101.53) paid twenty-four (24) pay periods per year (the first two pay days of each month); part-time employees shall receive a total of fifty dollars and seventy-six cents ($50.76) paid twenty-four (24) pay periods per year (the first two pay days of each month).

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 record with County Payroll. 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. Geographic Differential

Employees who reside in the Tahoe Basin (defined as the Tahoe Regional Planning Agency jurisdiction boundary around Lake Tahoe) shall receive two hundred dollars ($200.00), paid twenty-four (24) pay periods per year (the first two pay days of each month); employees regularly scheduled to work twenty (20) hours or fewer per week (0.5 FTE or less) shall receive half this amount. For purposes of determining eligibility, an employee's residence shall be as documented by the physical home address on record with County Payroll.

Section 7. Longevity Pay

Longevity pay shall be granted for continuous service in an allocated position with the County except as otherwise provided in this MOU or the Personnel Rules, as follows:

After 10 years	5.0% of base hourly rate
After 15 years	7.5% of base hourly rate *
After 20 years	10.0% of base hourly rate *

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

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

Employees hired prior to April 3, 2018, who had not achieved the first longevity tier (5.0% at 10 years of service) will receive that longevity tier once they reach 10 years of service as provided in this section, above. However, these employees will not be eligible for any further longevity pay at 15 and/or 20 years of service.

Employees hired prior to April 3, 2018, who are already receiving longevity pay (5.0% at 10 years, 7.5% at 15 years or 10.0% at 20 years) will continue to receive their current longevity pay but will not be eligible for any further longevity pay at 15 and/or 20 years of service. Longevity pay for current employees in this group will therefore be frozen at the 5.0%, 7.5% or 10.0% currently received by the employee.

Employees represented by this bargaining unit who are hired on or after April 3, 2018, will not be eligible for longevity pay.

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.

This differential shall only apply when an eligible employee is in paid status for a majority of their allocated hours in a pay period. Employees on leave without pay are not eligible for this differential.

Section 8. Acting Pay Assignment

When an employee in a permanent position is assigned to work in a higher classification for which the compensation is greater than that to which the employee is regularly assigned, and the employee works in such assignment for more than fifteen (15) work days, the employee shall receive compensation for such work retroactive to the first (1st) day of the assignment at the rate of pay established for the higher classification pursuant to the County 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 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.

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 8.A above, in an exceptional circumstance when a vacancy does not exist but an employee has been assigned to perform duties which exceed the scope of that employee's classification, and when determined and justified by the CAO, in their sole discretion, 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 normally be expected to meet the minimum qualifications for the higher classification.

D. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this agreement.

E. Higher pay assignments shall not exceed six (6) months except through re-authorization.

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.

H. Employees who are given an acting pay assignment in a classification in another bargaining unit will continue to have all pay and benefits determined by this Agreement.

Section 9. Shift Differential

Any employee who is assigned to shift work, as defined by the department, and actually works a defined shift shall receive a shift differential for each hour over their regular rate of pay for all hours actually worked within the defined shift.

1. Swing shift shall receive one dollar ($1.00) for each hour over their regular rate of pay for all hours actually worked within the defined swing shift.

2. Graveyard shift shall receive an additional one dollar and twenty-five cents ($1.25) per hour over their regular rate of pay for all hours actually worked within the defined graveyard shift.

Eligible employees will receive the applicable shift differential for all hours worked in the defined shift. Employees required to work beyond their regularly assigned shift will receive the shift differential, if any, for that defined shift.

Employees may select to work Swing Shift and Graveyard 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 Graveyard Shift for job related reasons. The County will determine the term of any Swing Shift and/or Graveyard Shift assignments and may periodically call for a new round of shift selection by employees.

Section 10. Bilingual Differential

When an appointing authority designates in writing that an employee must utilize bilingual skill as a required component of the employee's job duties and necessary in the delivery of County services, an employee will be paid a bilingual differential of one dollar ($1.00) per hour for all hours in pay status, not to exceed eighty dollars ($80.00) per pay period.

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

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

A. Be certified by the County as possessing the requisite skill in the foreign 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. In order to be eligible to receive such differential, an employee must demonstrate language proficiency acceptable to the appointing authority, as certified in writing to the Director of Human Resources or designee. The Human Resources Department shall use a verbal and/or written testing process, depending upon the level of bilingual skill required of the employee, to validate the employee's skills. Written authorizations to receive a bilingual differential shall be reviewed and renewed annually by the appointing authority.

   This differential shall only apply when an eligible employee is in paid status for a majority of their allocated hours in a pay period. Employees on leave without pay are not eligible for this differential.

ARTICLE 7. ALLOWANCES FOR WORK RELATED EXPENDITURES

Section 1. Mileage Reimbursement

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

Section 2. Uniform Allowances

Probation officers whether in the field or in institutions within the Probation Department who are required by the Department to wear and maintain uniform clothing (i.e. clothing with identifying logos) for identification and safety reasons shall receive a uniform allowance of ten dollars ($10.00) paid twenty-four (24) pay periods per year (the first two pay days of each month). The department may provide work clothes/uniforms as needed for special purposes and/or safety reasons.

ARTICLE 8. EMPLOYEE BENEFITS & RETIREMENT

Section 1. Health/Dental

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. For the term of this MOU, the parties agree to a standardized cost sharing for the health insurance premium contribution rates, with the County paying 80% of the premium for full-time employees and the employee paying 20% of the premium.

2. Health care coverage is on a calendar year basis (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. 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.

5. In order to be eligible for County contribution, other than required by law, a full-time employee must be in a paid status, i.e., where the employee is receiving

pay from work hours, CTO, vacation or sick leave. An employee who is receiving Workers' Compensation or temporary disability shall be eligible for continuation of the County's contribution until such time as eligibility for Workers' Compensation or 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 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, 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.

C. Part-Time Employees

Any part-time employee and dependents who, on September 6, 1991, were provided with the same benefit contribution as full-time employees, will continue to receive full-time benefit contribution unless and until a successor Agreement is negotiated between the parties, if required. A part-time employee, hired on or after September 7, 1991, 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 health/dental costs as specified in Article 8. Section 1.A.1. 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 75% of the County contribution to the health/dental costs for a part-time employee whose regular work schedule as documented on the payroll personnel form is forty (40) to less than sixty-four (64) 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 for a part-time employee whose regular work schedule as documented on the

payroll personnel form is thirty-two (32) to less than forty (40) 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 thirty-two (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.

   Any part-time employee and dependents who, on or before September 6, 1991, were provided with the same benefit contribution as full-time employees, will continue to receive full-time benefit contribution throughout the term of this MOU.

D. Enrollment

1. Employees may enroll themselves and their eligible dependents in accordance with the provision of the County sponsored health/dental Plan. Employees may opt not to be covered by the County sponsored health/dental plan as allowed/required 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 sponsored 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 or may be eligible for contributions pursuant to Article 8, Section 7.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 Health/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 will provide a vision care component for employees and their dependents that are enrolled in a County Health/Dental Plan.

4. The County agrees to provide an IRC 125 Plan for employees covered by this MOU who are in a County sponsored health plan for the sole purpose of providing for employee paid health plan contributions to be paid through the IRC 125 account.

F. Continuation of Health/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 health/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 health/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 Agreement. 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 $40,000 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.

The County has the non-appealable right to increase the group term life insurance plan and AD&D coverage amounts for classifications covered by this MOU.

Section 3. Long Term Disability

The County shall provide a Long Term Disability (LTD) Insurance Plan with a maximum LTD benefit to $3,000/month for eligible employees.

Section 4. State Disability Insurance

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

Section 5. Injury or Illness Leave Time

The County and Association 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 Association 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 employee 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 who are both eligible for

and designated a benefits-protected leave under State or Federal law such as FMLA/CFRA, 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), for the duration of the designation or up to the time of the employee's separation from County service, whichever occurs first.

An employee who is receiving less that 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 plans.

Hours in Paid Status	Employer Portion Paid by Employee
64-80	No charge to the employee
40->64	25% of Employer Contribution
32->40	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 ninety (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.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. The County and Association 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 6. Employee Assistance Program

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

Section 7. 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 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 Final Compensation.

2. 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.

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. CalPERS Contribution

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

1. Safety employees subject to Tier 1 and Tier 2 will pay 9% of reportable compensation to help fund their pension.

2. Safety employees subject to Tier 3 will pay 50% of the normal cost of their pension.

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.

C. 1959 Survivors Benefits

The County shall provide the Level 3 1959 Survivors Benefits, as defined in CalPERS Section 21382.2. Each employee shall contribute .93 cents per pay period as required by CalPERS regulations.

D. Retiree Health Contribution

1. For all employees hired before January 1, 2009, 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” 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 employees (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.

2. Pursuant to the Letter of Agreement dated September 1, 2015, County contributions toward retiree health were discontinued for bargaining unit members hired on or after January 1, 2009. However, members hired into an allocated position (excluding extra help and provisional) on or after January 1, 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.

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 (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

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.

B. Floating Holidays

Employees shall be entitled to up to sixteen (16) hours of floating holiday time which include Lincoln's Birthday February 12 and Columbus Day, the second Monday in October. This time will be credited in pay period 01 of each year; hours of floating holiday time for newly hired employees will be pro-rated based upon date of hire. Floating holidays shall be taken at a time agreeable to both the employee and the appointing authority. Part-time employees shall receive this holiday time on a pro-rated basis.

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

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.

   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.A. above then their next regularly scheduled work day shall be observed as the holiday in lieu thereof.

2. 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.

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 time and one-half of their base hourly rate of pay for all hours actually worked on the holiday, in addition to holiday pay as provided in Sections 1.E and 1.F.

E. 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 based on both their regularly scheduled work days immediately preceding and following the holiday.

F. Part-time employees shall be entitled to holiday pay as described in this Section in proportion to the employee's Full-Time Equivalency (FTE).

Section 2. Vacation

Unit employees receive vacation benefits consistent with the provisions of the 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. Conditions

1. Use of Vacation shall be limited to those hours that have been earned.

2. Extra-help, or other employment time may not count toward the required continuous service for vacation benefits.

Section 3. Sick Leave

A. Accrual

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

B. Eligibility

New employees will be eligible to use sick leave with pay after completion of two (2) full biweekly periods of continuous service with the County.

1. 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.

2. 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.

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 to fill-out a sick leave request form or record of sick leave use before or after an absence.

1. 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.

2. If an employee is believed to be an excessive user of sick leave or if the employee's sick leave use is suspect, the Department 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:

    1. Documented abuse, or;

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

    3. 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 or more days. Each day of a multi-day sick leave absence does not continue its own individual use of 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 employees' illness, injury, disability, or exposure to contagious disease which incapacitates the employee from performance of duties.

2. The employees' receipt of required medical, dental or optical care or consultation.

3. The employee may integrate the employee's sick leave with worker's compensation as provided for by State Workers Compensation laws. In

addition, employees may integrate this sick leave with their SDI Benefits in accord with Article 8, Section 4.

4. The employees' attendance to care for a member of the immediate family who is ill. (Federal and State leave laws)

5. Funeral Leave - Employees may use up to three (3) days of Sick Leave for preparation, travel to and from, and attendance at the funeral of a member of the immediate family as defined below. Employees may be eligible for an additional two (2) days of Sick Leave for reasonable circumstances. For the purpose of this paragraph five (5), immediate family means: parent, spouse, (step) son, (step) daughter, sibling, mother-in-law, father-in-law, grandparents or grandchildren by blood or marriage.

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 the employee's duties, the employer may require the employee to remain absent 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.

F. Payment for Unused Sick Leave

1. In order to receive payment for unused sick leave at the time of retirement or layoff only, a County employee must have five (5) or more years of County service.

   a. Employees with over five (5) years of service:
   Shall receive twenty percent (20%) of their unused sick leave paid.

   b. Employees with over ten (10) years of service:
   Shall receive forty percent (40%) of their unused sick leave paid.

   c. Employees with over fifteen (15) years of service:
   Shall receive seventy percent (70%) of their unused sick leave paid.

   d. Employees with over twenty (20) years of service:
   Shall receive one hundred percent (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 article and will paid in the same manner as the final check.

2. Maximum number of hours paid shall not exceed five-hundred (500). Employee's last hourly rate of pay shall be used in computing payment.

Section 4. Supervisory Leave

Employees in the classifications of Supervising Deputy Probation Officer-Institutions (or the successor Deputy Probation Officer Supervisor [A]) and Supervising Deputy Probation Officer (or the successor Deputy Probation Officer Supervisor [B]; collectively, “supervisory classifications”) will receive up to sixteen (16) hours of Supervisory Leave per year. Continuing employees shall receive up to sixteen (16) hours of Supervisory Leave in pay period 01 of each year. Part time supervisory employees shall receive this leave prorated proportionate to the employee's FTE. Employees newly entering supervisory classifications shall receive Supervisory Leave on their appointment date as follows:

Appointment Date	**Full-Time**	**Part-Time**
In pay periods 1-13	16 hours	Prorated proportionate to employee’s FTE
In pay periods 14-26	08 hours	Prorated proportionate to employee’s FTE

Such leave does not accrue from year to year and must be used by the last day of pay period twenty-six (26) of each year. Supervisory Leave is not subject to the payoffs provisions; any unused time will be lost. This benefit is forfeited immediately upon leaving the supervisory classifications.

Section 5. Court Appearances

The provisions of the County 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.

Section 6. Catastrophic Leave

Catastrophic leave donation is designed to allow employees to donate accumulated CTO and/or vacation leave to other employees in times of exceptional need due to a catastrophic medical condition, injury or incapacitation of the employee, or in the event of the death of an employee.

A. To be eligible for this benefit, an employee must have been employed by the County for one (1) continuous year and worked no less than one thousand two hundred fifty (1,250) hours over the immediate preceding twelve (12) months. In addition, this leave may not be used for more than twelve (12) weeks in any twelve

(12) month period.

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 requester will be reported as taxable income.

E. Hours received 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 CTO and/or 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.

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 County will post a notice on EDCnet advising employees of a request for donations. No additional notices will be sent.

D. An employee wishing to donate leave hours (contributor) will complete and submit a form prescribed by the County's Auditor/Controller. The contributor must have at least forty (40) hours of vacation remaining after a vacation 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 increment(s). Employees may donate up to an annual maximum donation of sixteen (16) hours to any employee. All donations will be deducted from the contributor's balance and held in queue until such time as they are needed by 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. 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 10, Section 1.B.1., below. Nothing herein is intended to create a “For Cause Standard” for release during a probationary period. Civil Service Status (permanent status) shall attach only when a regular employee successfully completes the probationary period for the specific classification during their initial appointment. Nothing herein is intended to prevent the County from extending a probationary period one time for six (6) additional months to ensure an employee has demonstrated all of the necessary skills and traits to successfully pass probation for the job classification. The County must provide the employee written notice that the employee’s probationary period will be extended at least seven calendar days before the employee’s probationary period expires.

1. Employees in the Association’s bargaining unit shall have an initial new-hire probationary period of twenty-six (26) biweekly pay periods.

2. Employees promoted into classifications in the Association’s bargaining unit shall have a probationary period of twenty-six (26) biweekly pay periods.

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

4. Time worked by an employee in a temporary, provisional, extra-help, or other employment shall not count toward completion of any probationary period.

5. 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: upon initial appointment to a position in a class in the classified service; upon promotion to a position in a class in the classified service; 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 appointing authority and employee agree to waive or reduce the probationary period; upon displacement to a classification in a different class series where the employee has not completed probation at the lower level; 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; 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; upon reclassification to a class at the same or higher salary range unless waived by the appointing authority; in any other circumstance not specifically excluded in B.2.

2. Probationary Period Not Required

A probationary period shall not be required upon involuntary demotion; 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; upon reclassification from a DPO field or institution classification to a commensurate level DPO-A classification where the total time worked by the employee in both the commensurate level DPO and DPO-A classifications satisfies the required probationary period; 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; upon promotion to the higher classification(s) in established flexibly-staffed positions in the personnel allocation list, provided the employee has completed the probationary period in the lower classification. If the employee has not completed the probationary period in the lower classification, or commensurate DPO-A level classification, the probationary period will continue until the employee has worked the required number of pay periods in the position, upon transfer to a position in the same (or commensurate-level DPO-A) class in the same department; 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 appointing authority and employee concur on a probationary period not to exceed thirteen (13) pay periods; 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; upon reclassification to a classification in which the incumbent is Y-rated.

C. Laid-Off Employees

An employee with permanent status who is laid off and subsequently reinstated to their former position or lower position in their class series shall not serve a new

probationary period. Laid off employees hired into other County position from which they were not specifically laid off shall serve a new probationary period. Former probationary employees who were laid off and subsequently reemployed shall serve a complete new probationary period upon rehire.

D. 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 Association 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.

E. 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.

Notwithstanding any other provisions, an employee rejected during the probationary period from a position in the County service to which the employee had been promoted, shall be restored to a position in the classification in the department from which the employee was promoted.

F. 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.

Not less than monthly the supervisor shall meet with the employee to review the employee’s progress toward meeting the supervisor’s expectations. The supervisor shall provide the employee with a written summary of the meeting.

The employee will acknowledge receipt of the summary of his/her progress by signing a copy of the summary. The supervisor will retain the copy signed by the employee.

The employee shall be considered to have met expectations in any month in which the supervisor does not meet with the employee and provide the employee with a

written summary of his/her progress.

All written summaries, containing the employee's acknowledgment of receipt, shall be submitted to Human Resources with the appropriate forms for successful completion of probation or of the employee's failure to complete the probationary period.

Section 2. Documentation of Performance Evaluation

Non-probationary employees who have not yet reached the top step of their salary range shall be evaluated approximately thirty (30) days prior to the date that their next merit increase is due. Non-probationary employees who are at the top step of their salary range shall be evaluated annually on or about the anniversary date of their appointment to their current position. Nothing in this Section is intended to preclude the County from evaluating employees on a more frequent basis.

Good performance is to be acknowledged by use of letters of commendation and/or recognition which are submitted to Human Resources for inclusion in employees' 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 employees' performance evaluation nor failure to provide letters of commendation and/or recognition are grievable or appealable. However, an employee may submit a written response to a performance evaluation which shall be attached to and permanently filed with the performance evaluation.

Performance or issues which need improvement are to be documented by memorandum, e.g., letters of warning or counseling, reprimands, etc.

The Association agrees to adopt the current electronic Employee Performance Evaluation forms and process for documenting performance as noted in the MOU.

Section 3. 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 drugs and/or alcohol 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.

Section 4. Closure of County Buildings Policy

The CAO or 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) hour, seven (7) days a week facilities and/or operations are exempt from Article 10, Section 4.

B. Employees whose buildings have been temporarily closed may be reassigned to work sites in the same geographic area.

C. 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 circumstances 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 as determined by the CAO, those employees who are still required to work as part of our essential services, as defined by the CAO, will receive premium compensation at time and one-half the employee's base hourly rate of pay for those hours actually worked during designated closure.

F. Those employees who are on scheduled vacation, CTO, sick leave, or any other paid leave during a designated closure would not be affected by the closure.

G. Should the closure of a County facility last longer than five (5) working days the County reserves the right to reassign employees outside their geographical area. In the event of reassignment outside the employee's geographical area, the employee may at the employee's 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.

H. Geographical area is generally defined as:

1. Tahoe Basin

2. Western Slope

Section 5. Appeals of Disciplinary Actions

An employee in this Unit, having obtained permanent status in the County's Civil Service System, shall have the right to appeal a termination, demotion in class or salary step, or suspension without pay. Such appeal shall be in accordance with the provisions of the County Personnel Rules.

Section 6. Hepatitis B Inoculations

The County shall provide Hepatitis B inoculations to all members of the bargaining unit.

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.

Section 1. Policy

The Board of Supervisors may reduce the size of the County’s workforce for any lawful reason that it determines is in the best interests of the County. The Board may direct (1) a temporary layoff of up to ten (10) working days of specific employees or classifications without invoking the provisions of this Article, or (2) a specific layoff by classification, number of employees and department(s) pursuant to this Article.

Section 2. Procedure for Permanent Layoffs

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

A. The 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'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.

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/limited term,

(2) Probationary employees serving an initial probation period,

(3) Regular (civil service status) part-time and full-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 the employee’s classification. Time spent in other classifications which the employee occupied within the prior three (3) years and which are at the same or higher rate of pay based upon the current salary plan applicable at the time of the layoff shall be included in the service time in the affected class. This includes probationary time.

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 if the administrative disciplinary appeal is completed or waived.

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 if the administrative disciplinary appeal is completed or waived.

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

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

Section 4. Layoff Privileges

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

A. Displacing in a Lower Class

An employee affected by layoff may, at the employee's discretion, in lieu of layoff,

displace an employee in a class previously held by the employee 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 permanent status, provided that the duties have remained essentially the same. This list shall be maintained in the Department of Human Resources.

1. 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.

2. 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 USPS Priority 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 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(ies) 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 to complete a new probationary period, which results in his rejection during probation, the employee shall not be required to forfeit their 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, 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 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 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.

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 only 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, Temporary and extra help appointment 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

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. 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 or designee.

   b. A representative designated by the Association.

   c. A neutral member selected in accordance with paragraph 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). The Department of Human Resources will notify the Chair of the CSC of the inability to agree on a neutral;

      ii). The Department of Human Resources will notify the Chair of the CSC of the 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 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 of the parties including any employees potentially affected by the appeal, 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. GRIEVANCE PROCEDURE

Section 1. Intent

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

Section 2. Scope of Grievance

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. 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, suspensions without pay which fall under the County's Civil Service Appeal Procedure.

Section 3. 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, or by Association as the grieving party.

B. Day - Shall mean day(s) in which the County's main administration office is open for business.

Section 4. Grievance Procedure Steps

A. Informal Discussion - Every effort should be made to settle grievances at the lowest level of supervision possible. If an employee has a complaint relating to a work situation, the grievant is encouraged to request a meeting with the grievant's immediate supervisor to discuss the problem in an 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.

B. Formal Grievance Steps - The formal grievance procedure shall consist of the following steps, each of which must be completed prior to any request for further

consideration of the matter unless waived by mutual consent or as otherwise provided herein.

1. Immediate Supervisor - A grievant and representative may formally submit a grievance to the immediate supervisor within seven (7) 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.

2. Intermediate Supervisor - If the grievance is not resolved by the written decision of the immediate supervisor and if there is an intermediate level of supervision, the grievant and representative may, within five (5) 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 ten (10) working days. If the grievance is denied, the reasons for denial shall be given in the supervisor's response. This response shall contain the position to which the next level of employee grievance should be addressed.

3. Appointing authority - If the grievance is not resolved by the written decision of the immediate/intermediate supervisor, the grievant may submit in writing within five (5) 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 grievant; informal hearings and investigations as are appropriate in the appointing authority’s judgment and deliver to the grievant a written decision within ten (10) working days. If the grievance is denied, the reasons for denial shall be included in the response.

4. Director of Human Resources or Designee - If the grievant wishes to appeal the appointing authority's decision, the grievant and representative may do so in writing to the Director of Human Resources or designee within five (5) 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 fifteen (15) working days. If the grievance is denied, the reasons for the denial shall be included in the response.

C. 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 & 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 or Resolution.

Section 5. 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 the grievant's 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 13. PEACEFUL PERFORMANCE CLAUSE

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 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 Sick-Outs – Variance from Personnel Rule 1604

Whenever the CAO or designee determines that an increase in absenteeism due to a job action or sick out is significantly and detrimentally affecting the ability of one or more departments to carry out their functions 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 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.

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 it 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 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 14. 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 except as expressly provided in this MOU. 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.

The Parties expressly agree that their side letter dated June 25, 2019 concerning the closure of the Placerville Juvenile Detention Facility remains enforceable until July 1, 2023, the agreed upon termination date of that side letter.

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 15. 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 16. ECONOMIC HARDSHIP REOPENER

At any time after the effective date of this MOU upon 30 calendar days written notice to the Association, the County may reopen this agreement for renegotiation of economic issues 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 County Charter. Any notice provided subject to this section must include evidence demonstrating the basis for the claim of financial hardship.

At any time after the effective date of this MOU, either party may request to meet and confer over the economic status of the County and the impact on the members of the bargaining unit.

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

COUNTY OF EL DORADO

1/17/2023

Jack Hughes / MISH GARCIA, FOR Date
Liebert, Cassidy, Whitmore
Lead Negotiator for the County
Or Designee

EL DORADO COUNTY PROBATION OFFICERS ASSOCIATION

01/17/23

Shaun Du Fosee Date
Or Designee

JOSEPH CARRUESCO 1-19-23

Joseph Carruesco Date
Director of Human Resources

Wendy Thomas

CHAIR, BOARD OF SUPERVISORS

1/24/23

Date

ATTEST: Kim Dawson,
Clerk of the Board of Supervisors

By Kera Schraufnagel
Deputy Clerk

1/24/23

Date

SALARY AND BENEFITS
RESOLUTION 037-2025
FOR UNREPRESENTED EMPLOYEES

Adopted April 1, 2025

Repealing and Replacing Resolution No. 200-2024

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 1st day of April, 2025, by the following vote of said Board:

Ayes: Turnboo, Laine, Parlin, Ferrero, Veerkamp

Noes: None

Absent: None

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Chair, Board of Supervisors
George Turnboo

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SECTION 1: TITLE AND EFFECTIVE DATE

101. TITLE

This Resolution shall be known as the County of El Dorado Salary and Benefits Resolution for Unrepresented Employees.

102. EFFECTIVE DATE

Except as specified otherwise herein, the effective date of this Resolution shall be the first day of the County pay period following its adoption. Any prior or existing Resolutions governing the terms and conditions of employment specified herein and contrary to these provisions, are superseded upon the original effective date of this Resolution. Without limiting the generality of the foregoing, this Resolution incorporates, amends, supersedes, and repeals as appropriate Resolution 200-2024.

The provisions of this Resolution may be superseded in whole or in part by Resolutions adopted by the Board of Supervisors of the County of El Dorado.

103. CHANGES AND MODIFICATIONS

This Resolution does not constitute an employment contract. It is subject to revision at the discretion of the Board of Supervisors in any manner provided for by law. It does not and shall not limit the ability of the Board of Supervisors to take any action with regard to the employment relationship with Unrepresented Employees (defined below) that is not inconsistent with the County Civil Service or established law.

SECTION 2: APPLICABILITY

The provisions of this Resolution shall apply to Unrepresented Employees with probationary status, Unrepresented Employees who have achieved civil service status, and employees in the unclassified service. This Resolution applies only to Unrepresented Employees as defined in this Resolution. All Unrepresented Employees shall be governed by the provisions of the County of El Dorado Personnel Rules (Personnel Rules) adopted by the Board of Supervisors. In the event of any conflict between this Resolution and the Personnel Rules, this Resolution shall prevail.

Notwithstanding anything to the contrary, nothing in this Resolution for Unrepresented Employees shall be deemed to affect the compensation of the Board of Supervisors Members. All compensation provisions for the members of the Board of Supervisors are fixed by ordinance. Refer to El Dorado County, California Code of Ordinances, Title 2 – Administration and Personnel, Chapter 2.06 – Board of Supervisors Conduct of Business, Compensation.

SECTION 3: DEFINITION OF TERMS

301. ADMINISTRATIVE MANAGEMENT EMPLOYEES

Administrative Management Employees means those employees in classifications listed in the Salary Schedule as Administrative Management, union code UM, excluding Extra Help. Employees in classifications designated as UM are considered Management Employees.

302. APPOINTED DEPARTMENT HEAD

Appointed Department Head means 1) those employees listed in the Salary Schedule as Department Head, union code UD, 2) positions of Undersheriff and Public Health Officer, and 3) the administrative head of a department that has been created by ordinance. Employees in classifications that are designated as UD are considered Management Employees.

303. BASE HOURLY RATE

Base Hourly Rate shall mean the hourly rate corresponding to the salary step in the salary range of the classification to which the employee is appointed or elected.

304. BASE SALARY

Base Salary shall mean the salary associated with the salary step in the salary range of the classification to which the employee is appointed or elected.

305. COMPENSATORY TIME OFF

Compensatory time off means time off with pay which an employee accrues instead of cash compensation for FLSA overtime.

306. CONFIDENTIAL EMPLOYEE

Confidential Employee shall have the same meaning as defined in the Personnel Rules. Individual employees and classifications designated as Confidential shall be designated union code CO.

307. ELECTED DEPARTMENT HEADS

Elected Department Heads means those officers and employees in positions listed in the County Charter as Elected Department Heads, union code EL. Employees in classifications designated as EL are considered Management Employees.

308. GRIEVANT

Grievant shall mean (1) an employee 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.

309. MANAGEMENT EMPLOYEES

Management Employees means, for the purposes of this Resolution, Unrepresented Employees who occupy one of the following: Elected Department Heads (EL), Appointed Department Head (UD), or Administrative Management (UM). Management Employees are

responsible for the formulation, administration, and/or implementation of County policies and/or programs.

310. ON-CALL

On-Call is an assigned duty outside the normal work week assignment during which an employee must be able to be contacted by telephone and be ready to immediately respond and/or physically return to work to perform an essential service for the department.

311. UNCLASSIFIED SERVICE

Unclassified Service shall have the same meaning as defined in the Personnel Rules.

312. UNREPRESENTED EMPLOYEES

Unrepresented Employees means those employees or classifications that are not represented by a recognized employee organization. For purposes of this Resolution, Unrepresented Employees shall include Elected Department Heads (EL), Appointed Department Heads (UD), Administrative Management (UM), Confidential Employees (CO), and Extra Help Employees (EH) who occupy classifications listed on the Salary Schedule, or in classifications that are represented by a recognized employee organization but where the recognized employee organization has not yet been granted formal recognition for representing such Extra Help employees.

313. VETERAN

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

314. WORKING DAY

Working Day shall mean day(s) in which the County's main administration office is open for business.

SECTION 4: ALLOCATION OF POSITIONS

401. AUTHORIZED PERSONNEL

Except as expressly set forth in this Section, all matters regarding allocation of positions shall be governed by the Personnel Rules.

SECTION 5: ADMINISTRATION OF SALARY SCHEDULE

501. SALARY ADMINISTRATION

Except as expressly set forth in this Resolution, all salary and related matters for Unrepresented Employees are governed by the Personnel Rules, El Dorado County Charter, and El Dorado County Ordinance Code.

502. SALARY UPON REEMPLOYMENT

(a) Salary for a full-time or part-time employee who resigns in good standing and is reemployed in the same or closely related classification within the same classification series within two (2) years of resignation shall be eligible, with the approval of the appointing authority, to be rehired 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, Advanced Step Hiring.

(b) Notwithstanding Section 502(a), salary for 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 classification series or a higher classification from which the employee resigned shall be consistent with Personnel Rules, Initial Step Placement.

503. VACATION ACCRUAL UPON REEMPLOYMENT

A full-time or part-time employee who resigns in good standing and is reemployed by the County within two (2) years of resignation shall, for purposes of vacation accrual rate, 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.

504. SALARY PROVISIONS UPON RESTORATION

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

(b) All prior service shall be credited for the purpose of determining sick leave and vacation accrual rate, and time in step.

(c) The employee shall be placed at the step of the salary range that was held at the time of the layoff.

505. SALARY STEP MOVEMENT – APPOINTED DEPARTMENT HEADS

The Board of Supervisors has the discretion to appoint Appointed Department Heads at any salary step and to move them to any salary step at any time.

506. SALARY STEP MOVEMENT – OTHER UNREPRESENTED CLASSIFICATIONS

(a) 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.

(b) 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 (1) 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, excluding an increase from step 1 to step 2 pursuant to Section 506(a), which shall be effective on the first day of the biweekly pay period following the recommendation of the appointing authority.

(d) A change in an employee's salary because of promotion or upward reclassification will set a new anniversary date. 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 also not set a new salary anniversary date for employees.

(e) Extra Help employees are excluded from the provisions in this Section 506.

507. SALARY STEP MOVEMENT – EXTRA HELP EMPLOYEES

An appointing authority may recommend to the Chief Administrative Officer for their approval that an Extra Help Employee be advanced to the next step of the salary range of the employee's classification after the employee has worked the minimum period of service to advance in the salary range of that classification. Such advancements shall be effective on the first day of the biweekly pay period following the approval of the Chief Administrative Officer.

To be eligible to advance from step 1 to step 2, the employee must have worked a minimum of thirteen (13) pay periods at step 1 in that classification; from steps 2 and above, the employee must have worked a minimum of twenty-six (26) pay periods at the current step. Periods of service do not need to be consecutive.

The appointing authority shall submit written justification to the Chief Administrative Officer demonstrating the following:

(a) The employee has met the required minimum period of service;

(b) The employee's performance and abilities are outstanding and clearly above the level of employees in the same job class, assigned similar duties;

(c) The amount of the additional salary and benefit costs are available in the department's budget for the balance of the fiscal year (department's calculations to accompany the estimate); and

(d) Should the County's financial condition require reductions in departmental appropriations during the fiscal year, the department agrees to identify departmental savings that will offset the added cost of the Extra Help step advancement.

508. CALPERS RETIREMENT PLAN BENEFITS

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

(a) Miscellaneous Tier 1 – Retirement benefits for miscellaneous employees hired into the miscellaneous classification prior to October 5, 2012, shall be calculated using the retirement formula of 2% at age 55 with Single-Highest Year Final Compensation.

(b) Safety Tier 1 – Retirement benefits for safety employees hired into the safety classification prior to October 5, 2012, shall be calculated using the retirement formula of 3% at age 50, with Single-Highest Year Compensation.

(c) Miscellaneous Tier 2 – Retirement benefits for miscellaneous employees hired into the miscellaneous classification on or after October 5, 2012, shall be calculated using the retirement formula of 2% at age 60, with Average of Three –Year Final Compensation.

(d) Safety Tier 2 – Retirement benefits for safety employees hired into the safety classification on or after October 5, 2012, shall be calculated using the retirement formula of 2% at age 50, with Average of Three-Year Final Compensation.

(e) Miscellaneous Tier 3 – New members to the CalPERS system hired on or after January 1, 2013, 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 – New members to the CalPERS system hired on or after January 1, 2013, shall have retirement benefits calculated using the retirement formula of 2.7% at age 57, with Average of Three-Year Final Compensation.

509. CALPERS RETIREMENT CONTRIBUTION

(a) Miscellaneous (non-safety) employees subject to Tier 1 and Tier 2 shall pay 3% of the 7% employee portion of the CalPERS contribution.

(b) Safety employees subject to Tier 1 and Tier 2 shall pay 4% of the 9% employee portion of the CalPERS contribution.

(c) Miscellaneous and safety employees subject to Tier 3 (effective January 1, 2013) shall pay 50% of the total normal cost rate of their pension benefits as determined by CalPERS and 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.

510. SURVIVOR BENEFITS

The County will provide miscellaneous employees “Level III” tier of the 1959 Survivors’ Benefits. The County will provide “Level IV” tier of the 1959 Survivors’ Benefits for safety employees covered by this Resolution. Each employee shall contribute ninety-three cents ($.93) per pay period plus any additional employee contribution required by CalPERS regulations.

SECTION 6: COMPENSATION

601. COMPENSATION - GENERAL

Standard salary ranges shall be established and amended as set forth in the Personnel Rules.

602. COMPENSATION - ELECTED DEPARTMENT HEADS (EL), APPOINTED DEPARTMENT HEADS (UD), AND ADMINISTRATIVE MANAGEMENT (UM)

The salary for Elected Department Heads shall be established by Resolution. No longer than every four (4) years in March of the year prior to the filing deadline for election to office, the Department of Human Resources will conduct a salary survey and provide information to the Board of Supervisors with a salary recommendation for each Elected Department Head based upon external and internal comparison data. Elected Department Heads shall be entitled to benefits and entitlements provided as specified in this Salary and Benefits Resolution.

Unless otherwise authorized by the Board of Supervisors:

1. 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.
2. The base salary for the Sheriff/Coroner/Public Administrator shall be set and maintained at two and one-half percent (2.5%) above the classification of Undersheriff, calculated at step 5 of the base salary of the Undersheriff classification plus five percent (5.0%) education differential and thirteen percent (13.0%) POST certificate pay.
3. The Treasurer-Tax Collector base salary shall be maintained so that it is equal to the base salary of the Assessor.
4. The Surveyor and the Recorder-Clerk base salaries shall be set and maintained at ten percent (10.0%) below the base salary of the Assessor.
5. Step 5 of the base salary for the Public Defender shall be set no greater than fifteen percent (15.0%) below the District Attorney's base salary. The Public Defender shall receive base wage adjustments at the same time as any given to the District Attorney in equivalent percentage adjustments.
6. Step 1 of the base salary for the Alternate Public Defender shall be set five percent (5.0%) below step 1 of the Public Defender's base salary.
7. Step 5 of the base salary for the Chief Administrative Officer shall be set at least two percent (2.0%) above the Sheriff/Coroner/Public Administrator's base salary. The Chief Administrative Officer shall receive base wage adjustments at the same time as any given to the Sheriff/Coroner/Public Administrator in equivalent percentage adjustments.
8. Step 5 of the base salary for the County Counsel shall be set at least one percent (1.0%) above the Sheriff/Coroner/Public Administrator's base salary. The County Counsel shall receive base wage adjustments at the same time as any given to the Sheriff/Coroner/Public Administrator in equivalent percentage adjustments.
9. The Chief Probation Officer shall receive base wage adjustments at the same time as any given to the Sheriff/Coroner/Public Administrator in equivalent percentage adjustments.

603. COMPENSATION – CONFIDENTIAL (CO)

The base wage scale for the Executive Assistant classification in the Confidential Unit shall be set and maintained so that it is no less than the base salary wage scale of the Administrative Technician classification.

604. COMPENSATION – EXTRA HELP (EH)

The base wage scale for Snow Removal Worker – Extra Help shall be set and maintained equal to that of Highway Maintenance Worker III.

SECTION 7: HOLIDAYS

701. GENERAL

Elected Department Heads and Extra Help Employees are not eligible to receive paid holidays under this Section. Eligible Part-time employees shall receive a prorated share of holiday(s) prescribed in this Section based upon the employee's full-time equivalence (FTE).

702. SCHEDULED HOLIDAYS

The County shall designate specific days as County holidays.

The following days shall be the official County holidays:

1. January 1- New Year's Day
2. January (Third Monday) - Martin Luther King Jr.'s Birthday
3. February (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 - Veterans Day
8. November – Thanksgiving Day
9. November - Friday after Thanksgiving
10. December 24 - Christmas Eve (exception: see Section 704)
11. December 25 - Christmas Day

In addition, 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 a holiday.

703. FLOATING HOLIDAYS

Eligible full-time employees shall be entitled to up to sixteen (16) hours of floating holiday time in lieu of Lincoln's Birthday and Columbus Day.

For continuing employees, sixteen (16) hours of floating holiday time will be credited in pay period 01 of each year. Employees who newly enter an eligible unrepresented classification as a new hire or from a different classification or bargaining unit where they did not otherwise receive floating holiday that calendar year will be credited with floating holiday time on their appointment date as follows:

Appointment Date	Full-Time	Part-Time
In pay periods 1-13	16 hours	Prorated proportionate to employee's FTE
In pay periods 14-26	08 hours	Prorated proportionate to employee's FTE

Floating holidays shall be taken at a time agreeable to both the employee and the appointing authority.

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

704. DAY OBSERVED

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

If Christmas Day falls on a Thursday, the day after Christmas shall be observed as a holiday in lieu of Christmas Eve. If Christmas Day falls on a Monday, the following Tuesday shall be observed as a holiday in lieu of Christmas Eve.

(b) Nonstandard Work Schedule

If an employee works a nonstandard (rather than a five-day, Monday through Friday) work schedule, official County holidays as identified in this Section shall be observed as follows:

1. If the official County holiday falls on the employee's first regular day off, the County holiday shall be observed their preceding work day in lieu.

2. If the official County holiday falls on the employee's second or later regular day off (if the employee has three [3] or more days off in a row), the official County holiday shall be observed their following work day in lieu.

3. Notwithstanding 1 and 2, employees occupying positions which must be staffed seven (7) days per week regardless of holidays, and who work the holiday, shall observe the holiday on the actual day.

705. COMPENSATION FOR HOLIDAYS

Eligible full-time employees shall receive pay for all authorized holidays at their current hourly rate, calculated as base hourly rate plus all percentage of base hourly rate pays (including, but not limited to longevity, education, CPA, and POST certificate pay, as applicable to the employee), not to exceed eight (8) hours for any one (1) day, provided they are in a paid work status the scheduled workday before and the scheduled workday after the recognized holiday. Eligible part-time employees shall be entitled to receive holiday pay in proportion to the employee's FTE. Any payable leave time, such as vacation and sick, shall be considered hours worked for the purpose of holiday pay eligibility. The appointing authority may approve holiday pay when an eligible 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.

A non-exempt Confidential Employee who is required to work on a holiday shall be paid premium compensation at time and one-half (1 ½) the employee's base hourly rate of pay for all hours actually worked, in addition to eligible holiday pay.

SECTION 8: VACATION

801. GENERAL

This Section describes annual rates, maximum accumulation, payoff, and usage of vacation by covered employees. Except as set forth herein, vacation leave benefits for Unrepresented Employees are governed by the Personnel Rules.

Elected Department Heads and Extra Help Employees are not eligible for vacation benefits. Time spent as Extra Help does not count towards the required continuous service for vacation benefits.

802. ACCRUAL RATES AND MAXIMUM ACCUMULATION – APPOINTED DEPARTMENT HEADS

(a) Appointed Department Heads shall accumulate vacation leave with pay as follows:

1. First through forty-eighth (1 – 48) month employment (1-4 years): 0.05875 per hour in pay status (4.7 hours earned per full pay period paid). Maximum accumulation of 320 hours.
2. Forty-ninth through one-hundred thirty-second (49 – 132) month of employment (4-11 years): 0.07750 per hour in pay status (6.2 hours earned per full pay period paid). Maximum accumulation of 360 hours.
3. One-hundred thirty-third (133) and higher months of employment (11+ years): 0.0963 per hour in pay status (7.7 hours earned per full pay period paid). Maximum accumulation of 360 hours.

(b) Employment time for purposes of vacation for employees covered by this Section shall include total continuous service with the County of El Dorado; provided that time spent in Extra Help status shall not count in the calculation of vacation benefits.

803. ACCRUAL RATES AND MAXIMUM ACCUMULATION - OTHER UNREPRESENTED CLASSIFICATIONS

Full-time and part-time Management and Confidential Employees (other than Appointed and Elected Department Heads) shall accumulate vacation leave with pay as follows:

(a) First through forty-eighth (1- 48) month employment (1-4 years): 0.03875 per hour in pay status (3.1 hours earned per full pay period paid). Maximum accumulation of 240 hours.

(b) Forty-ninth through one-hundred thirty-second (49 – 132) month of employment (4-11 years): 0.05875 per hour in pay status (4.7 hours earned per full pay period paid). Maximum accumulation of 320 hours.

(c) One-hundred thirty-third (133) and higher months of employment (11+ years): 0.07750 per hour in pay status (6.2 hours earned per full pay period paid). Maximum accumulation of 320 hours.

Employment time for purposes of vacation accrual for employees covered by this Section shall include continuous service with the County of El Dorado beginning on the hire date (or adjusted service date for employees re-employed in accordance with the Personnel Rules); provided that time spent in Extra Help status shall not count in the calculation of vacation

benefits.

804. DONATION OF VACATION LEAVE

Employees covered by this Resolution shall be governed by the donation of vacation leave provisions set forth in the Personnel Rules.

SECTION 9: SICK LEAVE

901. GENERAL

Employees covered by this Resolution, except for Elected Department Heads, shall be governed by the leave provisions set forth in the Personnel Rules.

902. PAYMENT FOR UNUSED SICK LEAVE

In order to receive payment for unused sick leave at the time of retirement, layoff or voluntary separation, a Management or Confidential Employee must have five (5) or more years of continuous County service, except as provided otherwise in this Section.

(a) Management Employees - Management 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.

Notwithstanding other provisions of this Section regarding eligibility, Appointed Department Heads who retire prior to completion of five (5) years of continuous service are entitled to receive a payoff of their unused sick leave up to the five hundred four (504) hours maximum.

(b) Confidential Employees - Confidential Employees shall be entitled to receive a payoff of their unused sick leave as follows:

1. Employees that have completed at least 60 months (5 Years) of service shall receive 20% of their unused sick leave.
2. Employees that have completed at least 120 months (10 years) of service shall receive 40% of their unused sick leave.
3. Employees that have completed at least 180 months (15 years) of service shall receive 70% of their unused sick leave.
4. Employees that have completed 240 months (20 years) or more of service shall receive 100% of their unused sick leave.

The maximum number of hours paid shall not exceed 500. Payment shall be made at the employee's last hourly rate of pay.

(c) Death - In the event an employee dies while in active service with the County, their sick leave pay-off will be made in accordance with the provisions of this Section 902; in the event an Appointed Department Head dies while in active service with the County, it shall be treated as a retirement for purposes of sick leave payoff eligibility.

SECTION 10: MANAGEMENT, SUPERVISORY, SPECIAL, AND PERSONAL LEAVE

1001. GENERAL

Elected Department Heads and Extra Help Employees are not eligible to receive leaves under this Section. Eligible Part-time employees shall receive a prorated share of leave(s) prescribed in this Section based upon their FTE.

1002. MANAGEMENT LEAVE

(a) Full-time Appointed Department Heads shall be credited with up to ninety-six (96) hours of management leave per year. Continuing employees shall be credited with ninety-six (96) hours in pay period 01 of each year. Employees who newly enter a UD classification as a new hire or from a different classification or bargaining unit where they did not otherwise receive management leave that calendar year will be credited with management leave on their appointment date as follows:

Appointment Date	Full-Time	Part-Time
In pay periods 1-13	96 hours	Prorated proportionate to employee's FTE
In pay periods 14-26	48 hours	Prorated proportionate to employee's FTE

An Employee who newly enters a UD classification from a different classification or bargaining unit where they did receive management leave that calendar year is only eligible for the difference in the management leave based on the UD appointment date, provided the additional hours plus any hours previously credited that calendar year do not exceed the maximum allowed for the UD positions (*i.e. an existing full-time UM employee who moves into a UD position in pay period 13 would receive sixteen [16] hours of management leave upon appointment on top of the eighty [80] hours received in pay period 01 as UM for a total of ninety-six [96] hours that initial year*).

(b) Full-time Administrative Management Employees shall be credited with up to eighty (80) hours of management leave per year. Continuing employees shall be credited with eighty (80) hours in pay period 01 of each year. Employees who newly enter a UM classification as a new hire or from a different classification or bargaining unit where they did not otherwise receive management leave that calendar year will be credited with management leave on their appointment date as follows:

Appointment Date	Full-Time	Part-Time
In pay periods 1-13	80 hours	Prorated proportionate to employee's FTE
In pay periods 14-26	40 hours	Prorated proportionate to employee's FTE

(c) Management leave time must be used by the last day of pay period 26 of each year and is not subject to the payoff provisions. Any unused management leave time will be lost.

1003. SUPERVISORY LEAVE

Confidential supervisory employees will receive up to sixteen (16) hours of supervisory leave per year. Continuing employees shall receive up to sixteen (16) hours of supervisory leave in pay period 01 of each year. Confidential supervisory employees newly entering the Confidential Unit as a new hire or from a different classification or bargaining unit where they did not otherwise receive supervisory leave that calendar year shall receive supervisory leave on their appointment date as follows:

Appointment Date	Full-Time	Part-Time
In pay periods 1-13	16 hours	Prorated proportionate to employee's FTE
In pay periods 14-26	08 hours	Prorated proportionate to employee's FTE

Confidential employees newly assigned supervisory responsibilities shall receive supervisory leave as prescribed above based on the date a subordinate is assigned on an ongoing basis as documented on the prescribed personnel action form.

Such leave does not accrue from year to year and must be used by the last day of pay period twenty-six (26) of each year and is not subject to payoff provisions. Any unused supervisory leave time will be lost. This benefit is forfeited immediately upon leaving the supervisory classification.

1004. SPECIAL LEAVE FOR CONFIDENTIAL EMPLOYEES

(a) Non-Exempt: upon appointment, full-time non-exempt Confidential Employees shall be credited with up to thirty-two (32) hours of special leave per year. Continuing employees shall be credited with thirty-two (32) hours in pay period 01 of each year. Employees newly entering the Confidential Unit as a new hire or from a different classification or bargaining unit where they did not otherwise receive special leave that calendar year will be credited with special leave on their appointment date as follows:

Appointment Date	Full-Time	Part-Time
In pay periods 1-13	32 hours	Prorated proportionate to employee's FTE
In pay periods 14-26	16 hours	Prorated proportionate to employee's FTE

(b) Exempt: upon appointment, full-time exempt Confidential Employees shall be credited with up to fifty-six (56) hours of special leave per year. Continuing employees shall be credited with fifty-six (56) hours in pay period 01 of each year. Employees newly entering an exempt Confidential position as a new hire or from a different classification or bargaining unit where they did not otherwise receive special leave that calendar year will be credited with special leave on their appointment date as follows:

Appointment Date	Full-Time	Part-Time
In pay periods 1-13	56 hours	Prorated proportionate to employee's FTE
In pay periods 14-26	28 hours	Prorated proportionate to employee's FTE

(c) Unused special leave does not accrue from year to year and must be used by the last day in pay period 26 of each year. Special leave is not subject to the payoff provisions; any unused special leave time will be lost.

(d) Confidential Employees shall have no more than the maximum hours specified.

1. An exempt Confidential Employee who moves into a non-exempt Confidential position forfeits any hours in excess of the non-exempt Confidential Employee maximum amount immediately upon the position change.
2. A non-exempt Confidential Employee who moves into an exempt Confidential position is only eligible for difference in hours between the exempt and non-exempt position based on the appointment date, provided the additional hours plus any hours previously credited that calendar year do not exceed the maximum allowed for exempt positions (*i.e. an existing full-time non-exempt employee who moves into an exempt Confidential position in pay period 15 would receive twelve [12] hours of special leave upon appointment [28 exempt – 16 non-exempt = 12 hours] on top of the thirty-two [32] hours received in pay period 01 for a total of forty-four [44] hours that initial year*).

1005. PERSONAL LEAVE

Administrative Management and Confidential employees will receive up to sixteen (16) hours of personal leave per year. Continuing employees shall receive up to sixteen (16) hours of personal leave in pay period 01 of each year. Employees who newly enter a UM or CO classification as a new hire or from a different classification or bargaining unit where they did not otherwise receive personal leave that calendar year shall receive personal leave on their appointment date as follows:

Appointment Date	Full-Time	Part-Time
In pay periods 1-13	16 hours	Prorated proportionate to employee's FTE
In pay periods 14-26	08 hours	Prorated proportionate to employee's FTE

Personal leave shall be taken at a time agreeable to both the employee and the appointing authority, and will not be considered holidays for payroll purposes.

Personal leave time must be used by the last day of pay period 26 of each year and is not subject to the payoff provisions. Any unused personal leave time will be lost.

SECTION 11: OTHER LEAVES

1101. GENERAL

Employees covered by this Resolution shall be governed by the leave provisions set forth in the Personnel Rules.

1102. 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.

1103. LEAVE OF ABSENCE WITHOUT PAY

In addition to provisions in the Personnel Rules governing leaves of absence without pay, and except as otherwise provided by law, an employee's accrual of service time for the purposes of eligibility for merit salary step increases shall be tolled commensurately for each full pay period an employee is on authorized leave without pay.

1104. JURY DUTY

Except as expressly set forth in this Resolution, the provisions of Jury Duty for Management and Confidential Employees (excluding Elected Department Heads and Extra Help) will be in accordance with the Personnel Rules.

1105. COURT APPEARANCES

Any employee called as a witness during the employee's regularly scheduled working hours, arising out of and in the course of County employment, shall be subject to the provisions of the Personnel Rules for Court Appearances, except as provided otherwise in this Section.

Off Duty Time - FLSA non-exempt Confidential or Extra Help employees called as a witness during the employee's off duty hours, arising out of and in the course of County employment, shall be compensated for such time as time worked. Such employees shall be compensated for two (2) hours or actual duration of the court appearance, whichever is greater.

SECTION 12: SPECIAL PAYS

Consistent with Government Code Section 21224(a) Extra Help retired annuitant employees are not eligible for any special pays beyond the hourly rate of pay.

1201. LONGEVITY PAY

(a) Employees with a hire date after November 7, 2017, are not eligible for longevity pay.

(b) Management and Confidential Employees (excluding Undersheriff) who were hired or transitioned into an unrepresented classification (including former members of the Deputy County Counsel bargaining unit) after November 7, 2017, and before February 4, 2020, from a represented job classification at the County that was eligible for

longevity pay pursuant to its applicable Memoranda of Understanding at the time of hire or transition, shall continue to be eligible for longevity pay as determined by this Section 1201 (e) and 1201 (f) below, provided that there is no break in service.

(c) Management and Confidential Employees (excluding Undersheriff) hired or transitioned into an unrepresented classification (including former members of the Criminal Attorney bargaining unit) on or after February 4, 2020, who (1) were hired directly from a represented job classification at the County that was eligible for longevity pay pursuant to its applicable Memorandum of Understanding at the time of hire, and (2) were receiving longevity pay in their prior represented position at the time of their hire or transition into an unrepresented classification, shall continue to be paid longevity pay at their current longevity tier, but will not be eligible for any further longevity pay advancement thereafter.

(d) Effective January 1, 2019, Elected Department Heads are not eligible to receive longevity pay beyond the elected term inclusive of that date. After January 1, 2019, newly elected and re-elected Department Heads will no longer receive longevity pay regardless of first date assuming office. Effective December 18, 2018, Department Heads appointed by the Board of Supervisors who are receiving longevity pay shall be frozen in the tier they are eligible to receive and shall not be eligible for any further longevity pay advancement thereafter. Department Heads appointed by the Board of Supervisors prior to November 7, 2017, but who have not yet achieved the first longevity tier shall not be eligible for any longevity pay.

(e) Management Employees - A regular full-time or part-time Management Employee (excluding the Undersheriff) hired prior to November 7, 2017, shall receive longevity pay in recognition of continuous service in paid status with the County. The longevity pay shall be effective on the first day of the biweekly pay period following completion of the required years of service. Longevity pay is not cumulative.

Completion of 10 years	5.0% of base salary
Completion of 15 years	10.0% of base salary
Completion of 20 years	13.0% of base salary
Completion of 25 years	15.0% of base salary
Completion of 30 years	16.0% of base salary

For Administrative Management Employees and Appointed Department Heads, longevity pay increases shall be based upon continuous service with the County in an allocated position, subject to adjustment in accordance with the Personnel Rules, and shall be effective on the first day of the biweekly pay period following completion of the required period of service. Time spent as Extra Help shall not be considered in calculating longevity.

(f) Confidential Employees - A regular full-time or part-time Confidential Employee shall receive longevity pay in recognition of continuous service in paid status with the County The longevity pay shall be effective on the first day of the biweekly pay period following completion of the required years of service. Longevity pay is not cumulative.

Completion of 10 years	5% of base salary
Completion of 15 years	7.5% of base salary*
Completion of 20 years	10% of base salary

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

Longevity pay increases shall be based upon continuous service with the County in an allocated position, subject to adjustment in accordance with the Personnel Rules, and shall be effective on the first day of the biweekly pay period following completion of the required period of service. Time spent as Extra Help shall not be considered in calculating longevity.

1202. POST CERTIFICATE PAY

The Undersheriff shall receive POST certificate pay based upon the most advanced certificate they possess. POST certificate pay is not cumulative.

Intermediate POST certificate	5.0% of base salary
Advanced POST certificate	10.0% of base salary
Supervisory POST certificate	12.0% of base salary
Management POST certificate	13.0% of base salary
Executive POST certificate	15.0% of base salary

1203. TAHOE EMPLOYMENT DIFFERENTIAL

In recognition of limited choices of health care plans, providers, and associated costs in the Tahoe Basin (defined as the Tahoe Regional Planning Agency jurisdiction boundary around Lake Tahoe), full-time Administrative Management and Confidential Employees (other than Elected Department Heads and Appointed Department Heads) who are eligible employees as defined below shall receive a total of one hundred and one dollars and fifty-three cents ($101.53) each of the twenty-four benefit pay periods (the first two paydays of each month); employees regularly scheduled to work twenty (20) hours or fewer per week (0.5 FTE or less) shall receive fifty dollars and seventy-seven cents ($50.77) per benefit pay period. Extra Help Employees shall not be eligible for the provisions of this Section 1203.

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 in the County's HR/Payroll system. This differential shall only apply when an eligible employee is in paid status for a majority of their assigned hours in a pay period.

1204. GEOGRAPHIC DIFFERENTIAL

Regular full-time Employees whose primary work location is in the Tahoe Basin (defined as the Tahoe Regional Planning Agency jurisdiction boundary around Lake Tahoe) and who reside in the zip codes listed below shall receive two hundred dollars ($200.00), paid twenty-four (24) pay periods per year (the first two pay days of each month); employees

regularly scheduled to work twenty (20) hours or fewer per week (0.5 FTE or less) shall receive half this amount:

Zip codes 89402, 89410, 89411, 89413, 89423, 89448, 89449,89450, 89451, 89460, 89701, 89702, 89703, 89705, 95604, 95646, 95720, 95721, 95735, 96120, 96140, 96141, 96142, 96143, 96145, 96146, 96148, 96150, and 96155.

Residential addresses within zip codes not listed but located no further than twenty-five (25.0) miles from the employee's primary Tahoe Basin physical work address must be submitted by the employee's appointing authority for prior written approval by the Director of Human Resources or their designee before this differential may be authorized.

For purposes of determining eligibility, an employee's residence shall be as documented by the physical home address as listed in the County's HR/Payroll software system subject to employee's provision of proof of residency (i.e., lease agreement or current utility bill in the employee's name). This differential shall only apply when an eligible employee is in paid status for a majority of their assigned hours in a pay period.

This Section 1204 does not apply to Extra Help Employees.

1205. ATTORNEY ON-CALL PAY

An employee in the classification of Chief Assistant District Attorney, Associate Attorney, Deputy Attorney, or Sr. Attorney may be assigned by the appointing authority 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.

Employees in the classifications defined above who are assigned on-call duty shall be compensated at the rate of four hundred dollars ($400.00) per weekly assignment of such duty.

1206. DISTRICT ATTORNEY LEAD ATTORNEY PAY DIFFERENTIAL

Employees in the Attorney (Associate, Deputy, Sr.) classification series in the District Attorney's Office who were assigned and designated as a Lead Attorney by the District Attorney and who received a seven and one-half percent (7.5%) Lead Attorney Pay Differential at the time this Resolution was adopted will continue to receive the differential, as described herein.

(a) As a Lead Attorney, employees are responsible for providing technical and functional direction to a team of attorneys, 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.

(b) Effective two (2) full pay periods following adoption of this Resolution, the Lead Attorney Pay Differential shall be reduced from seven and one-half percent (7.5%) to three percent (3.0%) of the employee's base hourly rate during the term of the assignment.

(c) An Attorney who currently receives the Lead Attorney Pay Differential will cease receiving the Differential if 1) they are promoted to a classification above Sr. Attorney, 2) the District Attorney decides to end their Lead Attorney assignment, or 3) the employee changes employment outside the Attorney classification series or otherwise separates employment, whichever occurs first. Once an individual ceases to be eligible for the Lead Attorney Pay Differential, it may not be restored under any

circumstances. The District Attorney's decision to end a Lead Attorney assignment, and loss of a Lead Attorney Pay Differential, may not be grieved or otherwise challenged.

(d) The Lead Attorney Pay Differential shall be limited to the maximum three (3) incumbent Lead Attorneys in the District Attorney's Office. No other employees will be eligible for Lead Attorney Pay Differential. Once eligibility ceases for all three incumbent Lead Attorneys, the Lead Attorney Pay Differential provision shall automatically terminate, and this Section 1206 shall no longer be in force and effect.

1207. EXTRA HELP PSYCHIATRIST ON-CALL PAY

(a) The appointing authority may assign an Extra Help Employee in the classification of Psychiatrist to be in an "on-call" (i.e., medical backup) status to provide emergency psychiatric services. When so assigned, the employee shall receive two (2) hours of pay at the Psychiatrist-Extra Help rate for each on-call shift so assigned. An on-call (medical backup) shift shall include all hours within a twenty-four (24) hour period in which the employee is assigned to be on call.

(b) On weekends and/or holidays, an employee assigned to a twenty-four (24) hour on-call shift and who is required to physically return to work (e.g., leave home or another off duty location) in order to perform required duties to make "rounds" shall, in addition to the above, receive an additional two (2) hours of pay at the Psychiatrist-Extra Help rate.

1208. ON-CALL DUTY AND CALL-BACK PAY FOR NON-EXEMPT CONFIDENTIAL AND EXTRA HELP EMPLOYEES

(a) On-Call - When warranted and in the interest of the County's operations, appointing authorities or their designees may assign non-exempt Confidential and Extra Help Employees to "on-call" duty for an “on call period” determined by the employee’s department.

1. On-Call Compensation – Except as provided otherwise in this Resolution, employees assigned to on-call duty shall be compensated at the rate of three dollars ($3.00) per hour.
2. If the County and the employee agree, an 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.

(b) Call-Back Compensation for Non-Exempt Confidential and Extra Help Employees

When a non-exempt Confidential or Extra Help Employee returns to work because of a department request made after the employee has completed their normal work shift and left the work station, the employee shall be credited with a minimum of two (2) hours of work plus any hours of work in excess of two (2) hours in which the employee is continuously engaged in work for which they were called back.

An employee who is physically called back to work shall be entitled to the aforementioned two (2) hour minimum only once during a single on-call period or twice during a weekend on-call period.

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.

"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.

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 hours, but who is not required to leave their off duty location, shall be compensated with a one (1) hour minimum or actual time spent at the premium rate. The one (1) hour minimum is not meant to be provided on a per contact (i.e., phone call) basis and the duplication and/or pyramiding of pay will be prohibited in this instance.

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 solely for the time actually worked.

1209. ACTING STATUS

An acting assignment is defined as the assignment of a regular employee to work in a classification for which the compensation is greater than the employee's regularly assigned classification. If the employee works in the acting assignment for more than fifteen (15) work days, the employee shall receive compensation for such work retroactive to the first day of the assignment equivalent, as described below, to the rate of pay established for the higher classification, pursuant to the Personnel Rules, under the following conditions:

An acting assignment may occur in the following circumstances:

(a) Where an authorized position has become "vacant" due to the temporary absence of the position's incumbent.

(b) Where an authorized position has become "vacant" due to the permanent separation of the position's incumbent, and a recruitment and/or selection process has not been completed, or the appointing authority finds the need to hold the position vacant for a period of time.

(c) In an exceptional circumstance, when a vacancy does not exist but an employee has been assigned to perform duties which exceed the scope of the employee's classification.

All acting assignments are subject to the following provisions:

(a) Requests for acting assignments shall be made in accordance with the Personnel Rules Section, Requests for Personnel, and approved in advance by the Director of Human Resources.

(b) The nature of the assignment shall be such that the employee in the lower classification becomes fully responsible for the duties of the position of the higher classification.

(c) An employee selected for an acting assignment will normally be expected to meet the minimum qualifications for the higher classification. This determination shall be made by the Director of Human Resources prior to the commencement of the acting assignment. If the employee does not meet the minimum qualifications for the higher

classification, the appointing authority, prior to assigning the employee to the acting position, must provide justification for such selection to Human Resources for approval.

(d) Acting assignments shall not be utilized as a substitute for regular promotional procedures.

(e) In lieu of Personnel Rule 608, Salary on Promotion, an employee who is in an Acting Pay Assignment pursuant to this Section shall receive a Temporary Upgrade Pay (TUP). The TUP will be an hourly rate equal to the sum of the differences in the base hourly rate and percentage-of-base hourly differentials (i.e. longevity, POST certificate pay, CPA pay, etc. as applicable) between the employee's current classification and the nearest step within the higher acting classification's salary range that is not less than five percent (5%) more than their current step; provided, however, in no case shall the hourly wage calculated for the difference be more than the top step in the new salary range.

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

(f) Out of class acting assignments shall not exceed nine hundred sixty (960) hours in each fiscal year.

(g) Acting status may be terminated by the appointing authority at any time by initiating the appropriate process prescribed by the Department of Human Resources. If an employee's acting assignment is terminated and subsequently reinstated within thirty (30) days, and the employee had been receiving compensation at the rate of pay for the higher classification, the employee shall receive the higher rate of pay effective the first day of reinstatement of the acting assignment.

(h) Eligible overtime pay will be paid in accordance with the Fair Labor Standards Act (FLSA).

(i) If an employee's acting assignment is in a represented bargaining unit, the employee will continue to have all pay and benefits determined by this resolution.

1210. INTERIM ASSIGNMENTS

The Board of Supervisors may authorize an interim designation only when an Appointed Department Head position has been permanently vacated and the vacancy is expected to continue for an extended period of time (i.e., more than three months), and until such time as a permanent appointment has been made.

Only the Board of Supervisors has authority to designate and remove an employee from interim status. Interim status shall commence on the effective date specified by the Board of Supervisors.

Employees selected for the assignment must meet the minimum qualifications for the higher classification.

While in Interim status:

(a) The employee is considered to exercise the full scope of responsibility and

accountability in the higher-level position.

(b) The employee shall receive compensation at the rate of pay established for the higher classification pursuant to the Personnel Rules Section, Salary on Promotion, unless otherwise designated by the Board of Supervisors.

(c) The employee shall receive management leave and vacation accrual rates and up to the maximum accruals established for the interim position to which the employee is assigned. The employee shall continue to receive other benefits as established for the previously held classification as set forth in this Resolution. If the employee is returned to a position for which lower maximum accruals have been established, the employee shall be paid for any leave the employee has accumulated in excess of the maximum accruals for the position to which the employee is returned.

(d) The employee retains status in the classification held immediately prior to the interim assignment.

1211. UNIFORMS - SHERIFF AND UNDERSHERIFF

The Sheriff and Undersheriff shall be paid a uniform allowance of forty-one dollars and sixty-six cents ($41.66) per twenty-four (24) pay periods.

1212. SHIFT DIFFERENTIAL

This Section 1212 does not apply to exempt employees.

(a) A non-exempt Confidential or Extra Help Employee who is assigned to work and actually works a regular shift that begins at or after 5:00 p.m. and prior to 10:00 p.m. shall receive an additional one dollar ($1.00) per hour over their regular rate of pay for all hours actually worked during this period.

(b) A non-exempt Confidential Employee or Extra Help who is assigned to work and actually works a regular shift that begins at or after 10:00 p.m. and prior to 5:00 a.m. shall receive an additional one dollar and twenty-five cents ($1.25) per hour over their regular rate of pay for all hours actually worked during this period.

(c) Extra Help Snow Removal Workers shall receive shift differential in accordance with the provisions of the Memorandum of Understanding for the Highway Maintenance Worker III classification.

1213. BILINGUAL DIFFERENTIAL

When an appointing authority designates in writing that an Unrepresented Employee must utilize bilingual skills as a required component of the employee's job duties, and is necessary for the delivery of County services, the employee will be paid a bilingual differential of one dollar ($1.00) per hour for all hours in paid status, not to exceed eighty dollars ($80.00) per pay period.

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

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

(a) Be certified by the Department of Human Resources as possessing the requisite skill in the foreign language (or American Sign Language) required in the assignment; and

(b) Be authorized and required as a regular part of the assignment of duties to converse

and/or write in a language other than English (including American Sign Language).

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, to validate the employee's skills. Written authorization for an employee to continue to receive a bilingual differential shall be reviewed and renewed annually by the appointing authority, although payment of the bilingual differential shall continue until notice is given otherwise by the appointing authority. This differential shall only apply when an eligible employee has actual hours worked during the pay period.

1214. DEFERRED COMPENSATION CONTRIBUTION FOR APPOINTED AND ELECTED DEPARTMENT HEADS, AND ADMINISTRATIVE MANAGEMENT EMPLOYEES

The County will contribute each pay period to deferred compensation for all Elected Department Heads, Appointed Department Heads, and Administrative Management employees, as specified below. Contributions will be made prospectively in each pay period and no retroactive contributions will be made.

(a) The County will contribute two and one-half percent (2.5%) of base salary in each pay period to deferred compensation for employees in the following classifications:

1. Sheriff/Coroner/Public Administrator
2. Undersheriff
3. District Attorney
4. Public Defender
5. Alternate Public Defender

(b) The County will contribute four and one-half percent (4.5%) of base salary in each pay period to deferred compensation for all Elected Department Heads, Appointed Department Heads, and Administrative Management employees excluding those specified in Section 1214(a).

1215. EDUCATION INCENTIVE

The Undersheriff shall receive a maximum differential of five percent (5%) of base salary for possession of a four-year college degree (Bachelor of Arts and/or Bachelor of Sciences degree) from a regionally accredited institution. For the purposes of this Resolution, accreditation shall be by a recognized regional accrediting body pursuant to the Personnel Rules.

1216. BUILDING DEPARTMENT CERTIFICATION PROGRAM

Extra Help Employees in classifications otherwise covered by a recognized employee organization shall be entitled to receive building certification compensation in accordance with the provisions of the Memorandum of Understanding for the respective classification, provided that 1) no employee shall receive compensation for any individual certificate that they must possess as a requirement of the employee's current classification held, and 2) compensation under this program shall only apply when an eligible employee is in paid status during the pay period in which the certification premium is paid. Such certification requirement shall be as identified on the County's job classification specification.

1217. CERTIFIED PUBLIC ACCOUNTANT (CPA) INCENTIVE

With the approval of the Director of Human Resources, an Unrepresented Employee (other than an Elected Department Head) who is charged with performing professional accounting responsibilities or managing large, complex programs and projects, and who is a California licensed CPA with an experience completed designation of "A" shall receive a differential of ten percent (10%) of base salary.

With the approval of the Director of Human Resources, an Unrepresented Employee (other than an Elected Department Head) who is charged with performing professional accounting responsibilities or managing large, complex programs and projects, and who is a California licensed CPA with a completed designation of "G" shall receive a differential of five percent (5%) of base salary.

Each employee eligible to receive this CPA incentive shall provide proof of valid licensure in the form of a copy of the license, an official notification letter from the California Board of Accountancy, or a copy of online license standing from the California Board of Accountancy. Eligibility for the CPA incentive will cease 1) on the license expiration date, 2) upon the date of withdrawal, decertification, or termination of the license unless proof of successful renewal of licensure is provided to the County, or 3) upon change in job assignment that no longer qualifies the employee for this differential.

1218. SEVERANCE PAY

Appointed Department Heads serve at the pleasure of the Board of Supervisors and are 'at-will' employees whose employment may be terminated by the County at any time for any reason, or for no reason, without any cause whatsoever. If the County terminates an Appointed Department Head, who has been in their current position for a minimum of one (1) year, the Appointed Department Head shall be entitled to six (6) months' base salary unless the Appointed Department Head has been convicted of commission of any felony or of any crime of moral turpitude or of any crime in the performance of, or related to, their duties; or committed misfeasance or malfeasance in their official duties; or has been terminated for any other reasonable cause as that term is defined by County of El Dorado Personnel Rules. The Appointed Department Head shall not be entitled to severance compensation under any other circumstances, including, but not limited to, resignation. For purposes of this Section, 'base salary' shall mean the monthly proration of the annual salary specified in the Salary Schedule, less applicable tax withholding. As a condition to receipt of severance compensation, the Appointed Department Head shall execute a release of all claims against County in a form deemed satisfactory to County and approved by County Counsel.

1219. ATTORNEY DUES REIMBURSEMENT

For Administrative Management, Appointed Department Head, and Elected Department Head classifications which require the incumbent possess an active membership in good standing with the State Bar of California, the County shall pay or reimburse the employee for the cost of:

(a) The annual California State Bar dues for full-time employees. The County will reimburse part-time employees for a pro rata portion of their California State Bar dues based on their FTE;

(b) Costs incurred by full-time employees to comply with any requirements of the California State Bar that are necessary to maintain a California State Bar license, such

as the costs of live-scan fingerprinting. The County will reimburse part-time employees for a pro rata portion of such costs based on their FTE; and

(c) Approved Mandatory Continuing Legal Education (MCLE) requirements for full-time employees. For the purposes of this Section "approved" shall mean prior approval by the appointing authority. If any travel and/or lodging are associated with MCLE requirements, then said travel, lodging, and meals shall be reimbursed in accordance with Board of Supervisors Policy D-1, Travel.

1220. CHIEF ATTORNEY DEPARTMENT OF CHILD SUPPORT SERVICES INCENTIVE

The Director of Child Support Services shall receive a differential of five percent (5%) of base salary if they satisfy both of the following: 1) they possess an active membership in good standing with the State Bar of California; and 2) they serve at the direction of the Board as the Chief Attorney for the Department of Child Support Services.

1221. EXTRA HELP EMPLOYEES– BOOT ALLOWANCE

Extra Help Employees who are required by a department to wear boots shall receive a boot allowance of nine dollars and thirty-seven cents ($9.37) paid the first two paydays of each month, regardless of whether they work full-time or part-time. This Section requires that employees be in paid status for the majority of their assigned hours in a pay period in order to be eligible for the allowance. The applicable department will make the request for appropriate boot allowance using the prescribed form or system. The boot allowance will continue until such time the department no longer requires the employee to wear boots, or the employment ends, and the allowance is discontinued by the appointing authority or designee using the prescribed form or system.

SECTION 13: INSURANCE PLANS

1301. PLAN DOCUMENTS OR CONTRACTS CONTROL

In the event of any conflict between the terms of this Resolution and the terms of the various plan documents or insurance contracts governing the County Optional Benefit Plan, Life Insurance, Workers' Compensation, and Long Term Disability Programs, the terms of the plan documents and insurance contracts shall control.

1302. MEDICAL, DENTAL, AND VISION PLAN BENEFITS

(a) Eligibility and Enrollment

Enrollment procedures for medical, dental, and vision benefits are specified in the governing plan document, as approved by the Board of Supervisors, to the extent that such document does not conflict with state or federal law.

Coverage for medical, dental, and vision benefits shall become effective on the first day of the month following an employee's hire date and shall terminate on the last day of the month in which the employee separates from County service.

Employees who separate from County service and retirees who are not eligible for the Retiree Health Benefits Contribution Plan may, at their own expense, continue to be enrolled in a County-sponsored plan in accordance with the provisions of the plan or as provided by law.

(b) Coverage and Contributions for Active Employees

1. Covered benefits are specified in the governing plan document, as approved by the Board of Supervisors, to the extent that such document does not conflict with state or federal law.
2. Health plan premiums are established by the Board of Supervisors annually for each plan year, which runs on a calendar year basis (January 1 – December 31).
    i. Premiums are based on total program costs, including vendor premiums and County costs for administering the program.
    ii. The County shall increase its contribution to the County's medical/dental plan by up to seven and one-half percent (7.5%). Any remaining cost shall be paid by the employee.
3. Published rates for each year shall become effective the first paycheck issued in the December immediately preceding the plan year.
4. Regular employee contributions are deducted over twenty-four (24) pay periods. No regular contributions are deducted from the third paycheck issued in any month.
5. Other than required by law, in order to be eligible for the full County contribution for payment of premiums, a full-time or part-time employee must be in paid status (i.e., where the employee is receiving pay from work hours, compensatory time off, vacation leave, or sick leave in accordance with the Personnel Rules) for at least sixty-four (64) hours during a pay period. An employee who is receiving workers' compensation temporary disability shall be eligible for continuation of the County's contribution until such time as eligibility for workers' compensation temporary disability ceases.
6. An employee who ceases to be eligible for full County contributions during a pay period must pay directly to Human Resources the full amount of the employee and County contributions, as prorated below, in order to retain benefit coverage under the County-sponsored medical/dental/vision benefit plan.

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

7. The County will not contribute toward the cost of any plan other than those specifically sponsored by the County.

1303. RETIREE HEALTH CONTRIBUTION

(a) County contribution toward retiree health was discontinued for Unrepresented Employees hired on or after January 26, 2010; however, employees hired into an allocated position (excluding Extra Help and provisional) on or after January 26, 2010

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.

(b) Employees hired into and continuously employed in an allocated position (excluding Extra Help and provisional) on or before January 25, 2010 may be eligible for the Retiree Health Benefits Contribution Plan subject to the provisions of the Retiree Health Benefits Contribution Plan Document.

An employee who retires from County service and who has attained a cumulative total completed years of service (excluding Extra Help service and provisional) with the County as specified below, shall be entitled to the percentage monthly contribution of the "employee only" Blue Shield rate toward a County-Sponsored Health Plan as follows:

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

An eligible Elected or Appointed Department Head 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.

1304. OPTIONAL BENEFITS PLAN

(a) The County shall provide to each eligible full-time FLSA exempt Confidential Employee and each eligible FLSA exempt Management Employee (including Administrative Management, Appointed Department Heads, and Elected Department Heads) a contribution of six thousand two hundred forty dollars ($6,240) per fiscal year, toward the purchase of benefits included within the Optional Benefit Plan (OBP), prorated and paid over twenty-four (24) benefit pay periods provided that the employee is in a paid status for the full pay period or is on an approved, non-disciplinary, leave of absence. Each prorated contribution shall not be deemed earned until the pay period in which it is paid. FLSA exempt classifications shall only be eligible to receive OBP contributions as cash payments. Such cash payments shall be taxable income.

(b) The County shall provide to each eligible full-time FLSA non-exempt Confidential Employee a contribution of six thousand two hundred forty dollars ($6,240) per fiscal year, toward the purchase of benefits included within the OBP. The six thousand two hundred forty dollars ($6,240) shall be prorated over twenty-four (24) benefit pay periods, provided that the employee is in a paid status for the full pay period or is on an approved voluntary leave of absence. Each prorated contribution shall not be deemed earned until the pay period in which it is paid. An FLSA non-exempt Confidential Employee eligible under this Section who has elected to receive the employee's optional benefit contribution or portion thereof in cash, may receive cash, which is taxable income, subject to the provision of the Plan.

(c) Part-time Management and Confidential Employees hired on or after January 1, 1990, shall be eligible for the prorated amount of contribution specified in Section 1304(a), as set forth in Section 1304(e).

(d) Optional benefits are specifically defined in the OBP. Provisions generally include the following:

1. County of El Dorado Health Care Account - Eligible employees may elect to receive medical and dental benefits under the County OBP.
2. Supplemental Life Insurance - Eligible employees may elect to purchase additional life insurance, subject to the provisions of the OBP and respective life insurance plans.
3. Dependent Care - Eligible employees may elect to set up an account for reimbursing dependent care expenses subject to the provisions of the OBP.
4. Unreimbursed 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 OBP as a full-time employee, shall continue to be eligible for the full OBP benefit, provided there has been no break in service.

A part-time employee who is hired on or after January 1, 1990, shall receive this benefit according to their regular work schedule, as documented on the Personnel Action Form, subject to the chart below:

Scheduled Hours Per Pay Period	Optional Benefit Plan
64-79	Equivalent to Full-time Employee
40->64	75% of Equivalent to Full-time Employee
34->40	50% of Equivalent to Full-time Employee
less than 34 hours	Not Eligible

A part-time employee may work additional or fewer hours than the employee's FTE without change to the level of entitlement based upon the number of hours initially set forth on the Personnel Action Form prorata contribution. The prorata entitlement level may only be changed by amending the Personnel Action Form which documents a change to the FTE.

1305. LIFE INSURANCE

The County shall provide a group term life insurance plan for each Unrepresented Employee whose FTE as designated on the Personnel Action Form is at least 60 hours of work per pay period in the following amounts:

Elected and Appointed Department Heads	$100,000
Administrative Management	$80,000
Confidential	$60,000

Accidental Death & Dismemberment coverage is included in this Plan.

1306. LONG TERM DISABILITY

The County shall provide a Long Term Disability Plan for Management and Confidential employees whose FTE as designated on the Personnel Action Form is at least 60 hours of work per pay period, in accordance with the provision of the Long Term Disability Plan.

1307. EMPLOYEE ASSISTANCE PROGRAM

The County shall maintain an Employee Assistance Program for Unrepresented Employees.

SECTION 14: HOURS OF WORK AND OVERTIME

1401. 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 Administrative Management and Confidential Employees to a regular work schedule and may change that schedule at the appointing authority's discretion.

The appointing authority shall give Administrative Management and Confidential Employees reasonable advance notice of any change in work schedule.

In no case may the work schedule of an employee who is eligible for overtime be changed during the FLSA work period when the purpose of such change is to avoid overtime compensation, unless agreed to by the employee.

An alternate work schedule which differs from the standard work schedule of the department may be approved by the appointing authority provided that service to the public is not adversely affected. Such approval shall occur via completing forms assigned by the County.

1402. REST PERIODS

Each appointing authority shall grant rest periods to Confidential Employees and Extra Help Employees. Any such rest periods shall be governed by the Personnel Rules.

1403. MEAL PERIODS

Confidential Employees and Extra Help Employees will be allowed an uncompensated meal period. Any such meal period shall be governed by the Personnel Rules.

1404. OVERTIME

(a) Definition

1. Except as otherwise specified in this Salary and Benefits Resolution for Unrepresented Employees, overtime shall be defined in accordance with FLSA.
2. Holidays will be included in the calculation of “time worked”.

(b) Compensation

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 shall be paid as premium compensation at one and one-half times the employee’s base hourly rate of pay, and shall not be eligible for CTO in lieu.

1405. ACCUMULATION AND USE OF COMPENSATORY TIME OFF

The maximum accumulation of CTO for eligible employees shall be one hundred fifty (150) hours.

Use of accumulated CTO shall be at a time mutually agreeable to the appointing authority and the employee; whether to use accumulated CTO for authorized leaves shall be at the discretion of the employee.

Employees may cash out CTO at any time subject to the approval of the appointing authority.

Upon employment separation, any employee with accumulated CTO shall have it paid off at the base hourly rate at the time of separation.

SECTION 15: GRIEVANCE PROCEDURE

1501. 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 Unrepresented Employees. The County prohibits retaliation against any employee because of the employee's grievance under this Section or because of their good faith participation in any grievance related investigation proceeding, or hearing.

For purposes of this Section, a grievant is an employee who is filing a grievance or two (2) or more employees who have essentially the same grievance within the timelines prescribed herein and who, if approved by the Director of Human Resources or designee, submit their combined grievances as one (1) grievant.

1502. 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 their immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively toward settlement.

1503. SCOPE OF GRIEVANCES

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

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 Resolution 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 E-5 Board of Supervisors Policy Prohibiting Discrimination,

Harassment, and Retaliation, and Reporting and Complaint Procedures.

3) Appeals of the Reduction in Force 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 Civil Service Appeal Procedure.

5) Internal department operational policies and procedures that determine the methods, processes, means, and places of providing services, except as those policies affect the terms and conditions of employment.

1504. 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. If the Director of Human Resources or their designee determines the preceding level reviewing authority does not have the authority to resolve their grievance, the grievant may submit the grievance to the level of authority capable of resolving the grievance, up to and including the Director of Human Resources. An email may serve as a formal submission, provided an automated away message shall delay the effective date of submission until the date of return identified in the automated response.

(a) The employee shall prepare a written grievance within twenty-five (25) working days of the incident or occurrence giving rise to the complaint. The employee shall submit the grievance to the immediate supervisor and appointing authority or designated manager. The grievance shall set forth the facts at issue and identify the provision of this Resolution or section of written policy, rule, resolution, or ordinance that the employee feels has been violated; the time of the occurrence of any alleged incident or violations precipitating the grievance; and the requested remedy.

(b) The appointing authority or designated manager shall conduct such meeting(s) with the employee and investigate the grievance as is appropriate in the appointing authority's judgment. The appointing authority or designated manager shall deliver to the grievant a written decision within twenty (20) working days of receipt of the grievance. If the grievance is denied, the reasons for denial shall be included in the response.

(c) If the appointing authority or designated manager's written response does not resolve the grievance and the grievant wishes to appeal the appointing authority's decision, the grievant, within five (5) working days, shall submit the grievance to the Director of Human Resources or their designee. The Director of Human Resources designee shall not be from the same department(s) where the grievance arose.

The Director of Human Resources or designee shall conduct such meeting(s), 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.

1505. ARBITRATION

(a) If the Director of Human Resources' written response to the grievant fails to resolve the grievance, the grievant may submit the grievance to arbitration for resolution. The decision of the arbitrator is final and binding on all parties, subject to ratification by the

Board of Supervisors if the decision requires an unbudgeted expenditure.

(b) The grievant 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 this Resolution.

(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.

1506. 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.

(b) Time Limits – If a grievant fails to carry their 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 the appointing authority or designated manager fails to respond with a written decision within the given time period, the grievant may appeal their 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 one other County employee of their choice at the informal discussion level of this procedure. At the formal and final stages of this grievance procedure, an employee may be represented by a person selected by the grievant.

(d) Release Time – The grievant may take reasonable County time without loss of pay to prepare their grievance and meet with County representatives regarding the grievance. Other employees assisting or representing the grievant shall do so on their own time.

SECTION 16: LAYOFF AND DEMOTION PROCEDURES UPON REDUCTION IN FORCE

The following Reduction in Force Policy is hereby included as a part of this Resolution. Such inclusion, however, shall not provide avenues of appeal beyond those contained in this Section. 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.

1601. POLICY

At the discretion of the Board of Supervisors, a reduction in the County's work force may be initiated for any lawful reason. Insofar as possible, a reduction in force may be

accomplished by attrition. When it is determined by the Board of Supervisors that attrition will not provide sufficient relief for the condition warranting a reduction in the number of County employees, the Board of Supervisors may direct a specific layoff by classification, number of employees, and department(s) pursuant to this Reduction in Force Policy.

1602. 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.

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 Section 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 classifications shall be posted in the affected department. It is the appointing authority or their designee's responsibility to ensure posting.

1. Layoffs and displacements are made within the department involved and are not County-wide.
2. Written notice of layoff shall be served on affected employees in person or by United States Postal Service (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 USPS proof of service.
3. The written layoff notice shall include the effective date of the separation (layoff); the reason(s) 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 after service of the notice for when the affected employee must notify the Department of Human Resources that they will be exercising their displacement rights.

1603. 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, Limited Term, and provisional
2. Probationary employees serving an initial probationary period
3. Regular civil service status full-time and 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 their 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 classification. 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 previous employment; interruptions caused by resignation, dismissal, or transfer from/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 a 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 Classifications - Classifications that are budgeted as flexible classifications (e.g., Office Assistant I/II), as stated in the Personnel Allocation Resolution, shall be treated as one classification for purposes of determining retention points.

(d) 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: 1) total County of El Dorado service (including County of El Dorado service prior to the most current period of employment); 2) letters of reprimand; and 3) 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 Section.

1604. LAYOFF PRIVILEGES

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

(a) Displacing into a Lower Classification - An employee affected by layoff may, at the employee's discretion, in lieu of layoff, displace an employee in a classification previously held by the employee. Retention point computation for displacement purposes is made in the same manner as the original layoff. This is considered a voluntary demotion.

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 classification from which they were reduced. Three (3) refusals to accept restoration to a position within twenty five (25) miles from the geographical location of the position from which the employee was laid off from a departmental layoff list will remove the eligible

individual's name from that list.

(b) 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 USPS Priority 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 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 classification. When an employee transfers or demotes in accord with provisions of this Section and is required by the appointing authority or their 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 classification 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 classification 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 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 Section and subsequently restored in their former classification within a two (2) year period from the date of 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 at the step of the salary range that was held at the time of the layoff.

1605. 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 their 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.

1606. 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 Section.
2. The right of appeal is limited to the scope and process provided in this Section.
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.

Probation, Provisional, Temporary, Limited Term, 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 their designee.
2. Appeals shall be filed within five (5) working days after the USPS date of service of the notice of layoff as provided in Section 1602.

The notice of appeal shall state the employee's reasons for the appeal consistent with this Section.

(c) Responsibilities of the Director of Human Resources

The Director of Human Resources or their designee shall within five (5) working days of receipt of an appeal, determine which employees, if any, will be adversely affected. 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 the tripartite Layoff Arbitration Panel consisting of:
   i. The Director of Human Resources or their designee.
   ii. The Chief Administrative Officer or their designee.

iii. A neutral department head.

The Layoff Arbitration Panel shall convene and open the hearing within fifteen (15) working days of the initial filing of the appeal.

(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.

SECTION 17: CLOSURE OF COUNTY BUILDINGS

(a) The Chief Administrative Officer or their designee shall determine when County facilities shall be temporarily closed in an emergency.

(b) The County does not determine when non-County facilities may close. Employees scheduled to work at a closed non-County facility may be re-assigned to work at a County facility in the same geographic area, or to telework if the employee has a current Telework Agreement, during a non-County facility closure. Employees who have been reassigned to a County-facility or to telework, shall receive their regular pay for that scheduled shift(s). If the County is unable to re-assign the employee, the employee will be paid for the scheduled shift(s) pursuant to subsections D and E.

(c) Employees whose buildings have been temporarily closed may be re-assigned to work sites in the same geographic area, or to telework if the employee has a current Telework Agreement, and shall receive their regular pay for that scheduled shift.

(d) Regular County employees scheduled to work but who are directed not to 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 pursuant to this Section 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.

(e) After the first day of closure of a County building, if the County is unable to re-open a work site, or is unable to obtain an alternative work site in the same geographical area, an employee will be compensated for that day(s).

(f) Confidential Non-Exempt Employees - During a temporary closure of County buildings, those regular employees who are still required to come to work at a closed County building to provide essential services as determined by the Chief Administrative Officer, will receive premium compensation at one and one-half (1 ½) times the employee's base hourly rate of pay for those hours actually worked during the designated closure. Employees re-assigned to work at an open County facility in the same geographic area, or to telework if the employee has a current Telework Agreement, pursuant to subsections B and C above, shall not be eligible for this pay.

(g) Should the closure of a County facility last longer than five (5) working days, the County reserves the right to reassign employees outside their geographical area. In the event of re-assignment outside the geographical area, or where the employee is re-assigned to telework but cannot, for any reason, telework, the employee may at their request utilize accumulated vacation and/or CTO 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.

(h) For purposes of this Section, geographical area is generally defined as:

1. Tahoe Basin
2. Western Slope

SECTION 18: PROBATIONARY PERIODS: UNREPRESENTED EMPLOYEES

1801. APPOINTED DEPARTMENT HEADS AND ELECTED DEPARTMENT HEADS

Appointed Department Heads serve at the will and pleasure of the Board of Supervisors and, as employees exempt from civil service, do not serve probationary periods.

Elected Department Heads, Limited Term, and Extra Help do not serve probationary periods.

1802. OTHER UNREPRESENTED EMPLOYEES

Administrative Management and Confidential Employees serve a twenty-six (26) full pay period probationary period from the date of appointment to a specific single classification, except as otherwise provided under the Personnel Rules.

1803. EXTENSION OF PROBATIONARY PERIOD

An Unrepresented Employee who is subject to a probationary period shall have their 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 appointing authority from extending a probationary period one time for a period not to exceed thirteen (13) pay periods to ensure that an employee has demonstrated all of the necessary skills and traits to successfully pass probation for the job classification.

SECTION 19: NEPOTISM

1901. EXTRA HELP ELECTIONS EMPLOYEES

Notwithstanding any contrary provisions of the Personnel Rules regarding Nepotism, the employment of Extra Help Employees within the County's Elections Department who are related to employees within the same supervisory unit of the Elections Department to which the Extra Help Employee is assigned is allowed to the extent that i) such appointment is limited to sufficiently staffing special events pertaining to the election cycle, ii) such appointees will not have ongoing duties/work hours outside the scope and duration of such special events, and iii) no employee shall be in the direct line of supervision with a relative. The terms "direct line of supervision" and "relative" shall be as defined by the Personnel Rules.

SECTION 20: SUPERVISOR'S ASSISTANT

Supervisor's Assistant, defined by the County Charter as "any person holding a confidential position to each member of the Board of Supervisors," (i) is in the unclassified service and does not hold regular status, and (ii) serves at the pleasure of the appointing member of the Board of Supervisors, except as set forth below.

(a) A person may be appointed to an at-will Supervisor's Assistant position for an individual member of the Board of Supervisors pursuant to the Personnel Rules.

(b) An incumbent can be terminated at any time without cause and without the opportunity to appeal, (i) by the appointing member of the Board of Supervisors or (ii) with a 4/5 vote by the Board of Supervisors.

Letter of Agreement
Between the County of El Dorado
and the
Operating Engineers Local Union No. 3
Representing Employees in the
Trades and Crafts (TC) Bargaining Unit

Whereas, the Operating Engineers Local Union No. 3 (Union) represents employees in the Trades and Crafts (TC) bargaining unit, and

Whereas, the County of El Dorado (County) and Union (collectively "the Parties") have previously executed a Memorandum of Understanding (MOU) governing the terms and conditions of employment between the County and employees in the TC bargaining unit, and

Whereas, the County contracts with the United States Department of Agriculture (USDA Trapper) for wildlife damage management services. The USDA Trapper supports the County's Wildlife Specialist and provides necessary equipment, including trained working hounds (canines), for the provision of services, and

Whereas, mountain lion activity has presented an increased safety concern within the County following a confirmed fatality in 2024, and numerous attacks on and loss of livestock and domestic animals, and

Whereas, the continued availability of the USDA Trapper is uncertain due to the current fluidity of federal government contracts and their ability to retain or hire personnel for use as contractors, and

Whereas, the County's Wildlife Specialist incumbent is willing and able to use their privately-owned working hounds that may be used to supplement the canines provided by the USDA Trapper, and

Whereas, the Parties have met and conferred in good faith regarding the establishment of a pilot initiative for the use of the employee's privately owned canines in the course and scope of County duty, providing a stipend to renumerate the employee as full compensation for use of the employee's privately owed, trained, and maintained canines.

It is therefore agreed by the Parties that, effective the first full pay period following approval of this agreement by the Board of Supervisors:

1. <u>Wildlife Trapper Canine Pilot Initiative</u>

   A. Pilot

      A qualified employee in the Wildlife Specialist classification may be assigned by the Agriculture Weights and Measures Department (department) appointing authority or designee to use the employee's privately owned, trained, and maintained working

hounds (canines) in the course and scope of County duty. The employee so assigned shall receive a Wildlife Trapper Canine Stipend provided the employee submits metric data pertaining to the usage of such canines monthly following a method and process prescribed by Human Resources. An employee who is unwilling or unable to provide a privately-owned working hound qualified for the assignment shall not be eligible for such assignment or stipend.

B. Metrics

The employee shall track and compile usage metrics each month, including the frequency and purpose of canine use (i.e., bear, mountain lion, scat detection, etc.), number and type of canine(s) needed, presence and availability of USDA (or other contracted) Trapper, etc. These metrics (which may change as determined necessary at the discretion of the Board of Supervisors) will be used to determine if the business need driving the associated stipend is operationally warranted by the County on an ongoing basis.

C. Assignment and Stipend

An eligible, assigned employee shall receive fifty-five dollars ($55) per canine, per month, minus applicable payroll deductions as required by law, for up to a maximum of four (4) canines when the work necessitates the provision of the employee's privately owned, trained, and maintained working hound(s).

Such assignments shall be made at the sole discretion of the appointing authority. Notwithstanding, this assignment and stipend shall be limited to a maximum of one (1) Wildlife Specialist, and a maximum of four (4) canines, per month. The activities that constitute "trapping", required use of working hounds, and qualification of such canines shall also be at the discretion of the appointing authority. When such assignment is terminated at the discretion of the appointing authority for non-disciplinary reasons and the employee is no longer entitled to the Wildlife Trapper Canine Stipend, such loss of assignment or pay shall not be considered a "punitive action" and is not subject to appeal or grievance.

The Wildlife Trapper Canine Stipend shall represent the complete and total renumeration for use of the employee's privately owned canines; this stipend shall constitute full reimbursement for all miscellaneous expenses associated with the canine(s) relating specifically to this assignment, such miscellaneous additional expenses being difficult to quantify. It is acknowledged that the County is not requiring any additional care or maintenance of the canines off duty over and above that which was being privately provided to the canines prior to this assignment as pet(s) of the employee; however, the County may, but is not required to, request training of the employee and/or canine(s) to be conducted during working hours.

2. This Agreement shall terminate on July 24, 2026.

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FOR THE COUNTY

Joseph Carruesco
Director of Human Resources
Or Designee
Date: 6-9-25

FOR THE UNION

Shannon Starr
Business Representative
Or Designee
Date: 5/30/25

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Board of Supervisors

Chair, Board of Supervisors
Date: 7/15/25

ATTEST: Kim Dawson
Clerk of the Board of Supervisor

By: Deputy Clerk
Date: 7/15/25

SALARY AND BENEFITS
RESOLUTION 037-2025
FOR UNREPRESENTED EMPLOYEES

Adopted April 1, 2025

Repealing and Replacing Resolution No. 200-2024

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 1st day of April, 2025, by the following vote of said Board:

Ayes: Turnboo, Laine, Parlin, Ferrero, Veerkamp

Noes: None

Absent: None

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Chair, Board of Supervisors
George Turnboo

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SECTION 1: TITLE AND EFFECTIVE DATE

101. TITLE

This Resolution shall be known as the County of El Dorado Salary and Benefits Resolution for Unrepresented Employees.

102. EFFECTIVE DATE

Except as specified otherwise herein, the effective date of this Resolution shall be the first day of the County pay period following its adoption. Any prior or existing Resolutions governing the terms and conditions of employment specified herein and contrary to these provisions, are superseded upon the original effective date of this Resolution. Without limiting the generality of the foregoing, this Resolution incorporates, amends, supersedes, and repeals as appropriate Resolution 200-2024.

The provisions of this Resolution may be superseded in whole or in part by Resolutions adopted by the Board of Supervisors of the County of El Dorado.

103. CHANGES AND MODIFICATIONS

This Resolution does not constitute an employment contract. It is subject to revision at the discretion of the Board of Supervisors in any manner provided for by law. It does not and shall not limit the ability of the Board of Supervisors to take any action with regard to the employment relationship with Unrepresented Employees (defined below) that is not inconsistent with the County Civil Service or established law.

SECTION 2: APPLICABILITY

The provisions of this Resolution shall apply to Unrepresented Employees with probationary status, Unrepresented Employees who have achieved civil service status, and employees in the unclassified service. This Resolution applies only to Unrepresented Employees as defined in this Resolution. All Unrepresented Employees shall be governed by the provisions of the County of El Dorado Personnel Rules (Personnel Rules) adopted by the Board of Supervisors. In the event of any conflict between this Resolution and the Personnel Rules, this Resolution shall prevail.

Notwithstanding anything to the contrary, nothing in this Resolution for Unrepresented Employees shall be deemed to affect the compensation of the Board of Supervisors Members. All compensation provisions for the members of the Board of Supervisors are fixed by ordinance. Refer to El Dorado County, California Code of Ordinances, Title 2 – Administration and Personnel, Chapter 2.06 – Board of Supervisors Conduct of Business, Compensation.

SECTION 3: DEFINITION OF TERMS

301. ADMINISTRATIVE MANAGEMENT EMPLOYEES

Administrative Management Employees means those employees in classifications listed in the Salary Schedule as Administrative Management, union code UM, excluding Extra Help. Employees in classifications designated as UM are considered Management Employees.

302. APPOINTED DEPARTMENT HEAD

Appointed Department Head means 1) those employees listed in the Salary Schedule as Department Head, union code UD, 2) positions of Undersheriff and Public Health Officer, and 3) the administrative head of a department that has been created by ordinance. Employees in classifications that are designated as UD are considered Management Employees.

303. BASE HOURLY RATE

Base Hourly Rate shall mean the hourly rate corresponding to the salary step in the salary range of the classification to which the employee is appointed or elected.

304. BASE SALARY

Base Salary shall mean the salary associated with the salary step in the salary range of the classification to which the employee is appointed or elected.

305. COMPENSATORY TIME OFF

Compensatory time off means time off with pay which an employee accrues instead of cash compensation for FLSA overtime.

306. CONFIDENTIAL EMPLOYEE

Confidential Employee shall have the same meaning as defined in the Personnel Rules. Individual employees and classifications designated as Confidential shall be designated union code CO.

307. ELECTED DEPARTMENT HEADS

Elected Department Heads means those officers and employees in positions listed in the County Charter as Elected Department Heads, union code EL. Employees in classifications designated as EL are considered Management Employees.

308. GRIEVANT

Grievant shall mean (1) an employee 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.

309. MANAGEMENT EMPLOYEES

Management Employees means, for the purposes of this Resolution, Unrepresented Employees who occupy one of the following: Elected Department Heads (EL), Appointed Department Head (UD), or Administrative Management (UM). Management Employees are

responsible for the formulation, administration, and/or implementation of County policies and/or programs.

310. ON-CALL

On-Call is an assigned duty outside the normal work week assignment during which an employee must be able to be contacted by telephone and be ready to immediately respond and/or physically return to work to perform an essential service for the department.

311. UNCLASSIFIED SERVICE

Unclassified Service shall have the same meaning as defined in the Personnel Rules.

312. UNREPRESENTED EMPLOYEES

Unrepresented Employees means those employees or classifications that are not represented by a recognized employee organization. For purposes of this Resolution, Unrepresented Employees shall include Elected Department Heads (EL), Appointed Department Heads (UD), Administrative Management (UM), Confidential Employees (CO), and Extra Help Employees (EH) who occupy classifications listed on the Salary Schedule, or in classifications that are represented by a recognized employee organization but where the recognized employee organization has not yet been granted formal recognition for representing such Extra Help employees.

313. VETERAN

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

314. WORKING DAY

Working Day shall mean day(s) in which the County's main administration office is open for business.

SECTION 4: ALLOCATION OF POSITIONS

401. AUTHORIZED PERSONNEL

Except as expressly set forth in this Section, all matters regarding allocation of positions shall be governed by the Personnel Rules.

SECTION 5: ADMINISTRATION OF SALARY SCHEDULE

501. SALARY ADMINISTRATION

Except as expressly set forth in this Resolution, all salary and related matters for Unrepresented Employees are governed by the Personnel Rules, El Dorado County Charter, and El Dorado County Ordinance Code.

502. SALARY UPON REEMPLOYMENT

(a) Salary for a full-time or part-time employee who resigns in good standing and is reemployed in the same or closely related classification within the same classification series within two (2) years of resignation shall be eligible, with the approval of the appointing authority, to be rehired 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, Advanced Step Hiring.

(b) Notwithstanding Section 502(a), salary for 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 classification series or a higher classification from which the employee resigned shall be consistent with Personnel Rules, Initial Step Placement.

503. VACATION ACCRUAL UPON REEMPLOYMENT

A full-time or part-time employee who resigns in good standing and is reemployed by the County within two (2) years of resignation shall, for purposes of vacation accrual rate, 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.

504. SALARY PROVISIONS UPON RESTORATION

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

(b) All prior service shall be credited for the purpose of determining sick leave and vacation accrual rate, and time in step.

(c) The employee shall be placed at the step of the salary range that was held at the time of the layoff.

505. SALARY STEP MOVEMENT – APPOINTED DEPARTMENT HEADS

The Board of Supervisors has the discretion to appoint Appointed Department Heads at any salary step and to move them to any salary step at any time.

506. SALARY STEP MOVEMENT – OTHER UNREPRESENTED CLASSIFICATIONS

(a) 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.

(b) 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 (1) 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, excluding an increase from step 1 to step 2 pursuant to Section 506(a), which shall be effective on the first day of the biweekly pay period following the recommendation of the appointing authority.

(d) A change in an employee's salary because of promotion or upward reclassification will set a new anniversary date. 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 also not set a new salary anniversary date for employees.

(e) Extra Help employees are excluded from the provisions in this Section 506.

507. SALARY STEP MOVEMENT – EXTRA HELP EMPLOYEES

An appointing authority may recommend to the Chief Administrative Officer for their approval that an Extra Help Employee be advanced to the next step of the salary range of the employee's classification after the employee has worked the minimum period of service to advance in the salary range of that classification. Such advancements shall be effective on the first day of the biweekly pay period following the approval of the Chief Administrative Officer.

To be eligible to advance from step 1 to step 2, the employee must have worked a minimum of thirteen (13) pay periods at step 1 in that classification; from steps 2 and above, the employee must have worked a minimum of twenty-six (26) pay periods at the current step. Periods of service do not need to be consecutive.

The appointing authority shall submit written justification to the Chief Administrative Officer demonstrating the following:

(a) The employee has met the required minimum period of service;

(b) The employee's performance and abilities are outstanding and clearly above the level of employees in the same job class, assigned similar duties;

(c) The amount of the additional salary and benefit costs are available in the department's budget for the balance of the fiscal year (department's calculations to accompany the estimate); and

(d) Should the County's financial condition require reductions in departmental appropriations during the fiscal year, the department agrees to identify departmental savings that will offset the added cost of the Extra Help step advancement.

508. CALPERS RETIREMENT PLAN BENEFITS

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

(a) Miscellaneous Tier 1 – Retirement benefits for miscellaneous employees hired into the miscellaneous classification prior to October 5, 2012, shall be calculated using the retirement formula of 2% at age 55 with Single-Highest Year Final Compensation.

(b) Safety Tier 1 – Retirement benefits for safety employees hired into the safety classification prior to October 5, 2012, shall be calculated using the retirement formula of 3% at age 50, with Single-Highest Year Compensation.

(c) Miscellaneous Tier 2 – Retirement benefits for miscellaneous employees hired into the miscellaneous classification on or after October 5, 2012, shall be calculated using the retirement formula of 2% at age 60, with Average of Three –Year Final Compensation.

(d) Safety Tier 2 – Retirement benefits for safety employees hired into the safety classification on or after October 5, 2012, shall be calculated using the retirement formula of 2% at age 50, with Average of Three-Year Final Compensation.

(e) Miscellaneous Tier 3 – New members to the CalPERS system hired on or after January 1, 2013, 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 – New members to the CalPERS system hired on or after January 1, 2013, shall have retirement benefits calculated using the retirement formula of 2.7% at age 57, with Average of Three-Year Final Compensation.

509. CALPERS RETIREMENT CONTRIBUTION

(a) Miscellaneous (non-safety) employees subject to Tier 1 and Tier 2 shall pay 3% of the 7% employee portion of the CalPERS contribution.

(b) Safety employees subject to Tier 1 and Tier 2 shall pay 4% of the 9% employee portion of the CalPERS contribution.

(c) Miscellaneous and safety employees subject to Tier 3 (effective January 1, 2013) shall pay 50% of the total normal cost rate of their pension benefits as determined by CalPERS and 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.

510. SURVIVOR BENEFITS

The County will provide miscellaneous employees "Level III" tier of the 1959 Survivors' Benefits. The County will provide "Level IV" tier of the 1959 Survivors' Benefits for safety employees covered by this Resolution. Each employee shall contribute ninety-three cents ($.93) per pay period plus any additional employee contribution required by CalPERS regulations.

SECTION 6: COMPENSATION

601. COMPENSATION - GENERAL

Standard salary ranges shall be established and amended as set forth in the Personnel Rules.

602. COMPENSATION - ELECTED DEPARTMENT HEADS (EL), APPOINTED DEPARTMENT HEADS (UD), AND ADMINISTRATIVE MANAGEMENT (UM)

The salary for Elected Department Heads shall be established by Resolution. No longer than every four (4) years in March of the year prior to the filing deadline for election to office, the Department of Human Resources will conduct a salary survey and provide information to the Board of Supervisors with a salary recommendation for each Elected Department Head based upon external and internal comparison data. Elected Department Heads shall be entitled to benefits and entitlements provided as specified in this Salary and Benefits Resolution.

Unless otherwise authorized by the Board of Supervisors:

1. 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.
2. The base salary for the Sheriff/Coroner/Public Administrator shall be set and maintained at two and one-half percent (2.5%) above the classification of Undersheriff, calculated at step 5 of the base salary of the Undersheriff classification plus five percent (5.0%) education differential and thirteen percent (13.0%) POST certificate pay.
3. The Treasurer-Tax Collector base salary shall be maintained so that it is equal to the base salary of the Assessor.
4. The Surveyor and the Recorder-Clerk base salaries shall be set and maintained at ten percent (10.0%) below the base salary of the Assessor.
5. Step 5 of the base salary for the Public Defender shall be set no greater than fifteen percent (15.0%) below the District Attorney's base salary. The Public Defender shall receive base wage adjustments at the same time as any given to the District Attorney in equivalent percentage adjustments.
6. Step 1 of the base salary for the Alternate Public Defender shall be set five percent (5.0%) below step 1 of the Public Defender's base salary.
7. Step 5 of the base salary for the Chief Administrative Officer shall be set at least two percent (2.0%) above the Sheriff/Coroner/Public Administrator's base salary. The Chief Administrative Officer shall receive base wage adjustments at the same time as any given to the Sheriff/Coroner/Public Administrator in equivalent percentage adjustments.
8. Step 5 of the base salary for the County Counsel shall be set at least one percent (1.0%) above the Sheriff/Coroner/Public Administrator's base salary. The County Counsel shall receive base wage adjustments at the same time as any given to the Sheriff/Coroner/Public Administrator in equivalent percentage adjustments.
9. The Chief Probation Officer shall receive base wage adjustments at the same time as any given to the Sheriff/Coroner/Public Administrator in equivalent percentage adjustments.

603. COMPENSATION – CONFIDENTIAL (CO)

The base wage scale for the Executive Assistant classification in the Confidential Unit shall be set and maintained so that it is no less than the base salary wage scale of the Administrative Technician classification.

604. COMPENSATION – EXTRA HELP (EH)

The base wage scale for Snow Removal Worker – Extra Help shall be set and maintained equal to that of Highway Maintenance Worker III.

SECTION 7: HOLIDAYS

701. GENERAL

Elected Department Heads and Extra Help Employees are not eligible to receive paid holidays under this Section. Eligible Part-time employees shall receive a prorated share of holiday(s) prescribed in this Section based upon the employee's full-time equivalence (FTE).

702. SCHEDULED HOLIDAYS

The County shall designate specific days as County holidays.

The following days shall be the official County holidays:

1. January 1- New Year's Day
2. January (Third Monday) - Martin Luther King Jr.'s Birthday
3. February (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 - Veterans Day
8. November – Thanksgiving Day
9. November - Friday after Thanksgiving
10. December 24 - Christmas Eve (exception: see Section 704)
11. December 25 - Christmas Day

In addition, 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 a holiday.

703. FLOATING HOLIDAYS

Eligible full-time employees shall be entitled to up to sixteen (16) hours of floating holiday time in lieu of Lincoln's Birthday and Columbus Day.

For continuing employees, sixteen (16) hours of floating holiday time will be credited in pay period 01 of each year. Employees who newly enter an eligible unrepresented classification as a new hire or from a different classification or bargaining unit where they did not otherwise receive floating holiday that calendar year will be credited with floating holiday time on their appointment date as follows:

Appointment Date	Full-Time	Part-Time
In pay periods 1-13	16 hours	Prorated proportionate to employee's FTE
In pay periods 14-26	08 hours	Prorated proportionate to employee's FTE

Floating holidays shall be taken at a time agreeable to both the employee and the appointing authority.

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

704. DAY OBSERVED

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

If Christmas Day falls on a Thursday, the day after Christmas shall be observed as a holiday in lieu of Christmas Eve. If Christmas Day falls on a Monday, the following Tuesday shall be observed as a holiday in lieu of Christmas Eve.

(b) Nonstandard Work Schedule

If an employee works a nonstandard (rather than a five-day, Monday through Friday) work schedule, official County holidays as identified in this Section shall be observed as follows:

1. If the official County holiday falls on the employee's first regular day off, the County holiday shall be observed their preceding work day in lieu.

2. If the official County holiday falls on the employee's second or later regular day off (if the employee has three [3] or more days off in a row), the official County holiday shall be observed their following work day in lieu.

3. Notwithstanding 1 and 2, employees occupying positions which must be staffed seven (7) days per week regardless of holidays, and who work the holiday, shall observe the holiday on the actual day.

705. COMPENSATION FOR HOLIDAYS

Eligible full-time employees shall receive pay for all authorized holidays at their current hourly rate, calculated as base hourly rate plus all percentage of base hourly rate pays (including, but not limited to longevity, education, CPA, and POST certificate pay, as applicable to the employee), not to exceed eight (8) hours for any one (1) day, provided they are in a paid work status the scheduled workday before and the scheduled workday after the recognized holiday. Eligible part-time employees shall be entitled to receive holiday pay in proportion to the employee's FTE. Any payable leave time, such as vacation and sick, shall be considered hours worked for the purpose of holiday pay eligibility. The appointing authority may approve holiday pay when an eligible 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.

A non-exempt Confidential Employee who is required to work on a holiday shall be paid premium compensation at time and one-half (1 ½) the employee's base hourly rate of pay for all hours actually worked, in addition to eligible holiday pay.

SECTION 8: VACATION

801. GENERAL

This Section describes annual rates, maximum accumulation, payoff, and usage of vacation by covered employees. Except as set forth herein, vacation leave benefits for Unrepresented Employees are governed by the Personnel Rules.

Elected Department Heads and Extra Help Employees are not eligible for vacation benefits. Time spent as Extra Help does not count towards the required continuous service for vacation benefits.

802. ACCRUAL RATES AND MAXIMUM ACCUMULATION – APPOINTED DEPARTMENT HEADS

(a) Appointed Department Heads shall accumulate vacation leave with pay as follows:

1. First through forty-eighth (1 – 48) month employment (1-4 years): 0.05875 per hour in pay status (4.7 hours earned per full pay period paid). Maximum accumulation of 320 hours.
2. Forty-ninth through one-hundred thirty-second (49 – 132) month of employment (4-11 years): 0.07750 per hour in pay status (6.2 hours earned per full pay period paid). Maximum accumulation of 360 hours.
3. One-hundred thirty-third (133) and higher months of employment (11+ years): 0.0963 per hour in pay status (7.7 hours earned per full pay period paid). Maximum accumulation of 360 hours.

(b) Employment time for purposes of vacation for employees covered by this Section shall include total continuous service with the County of El Dorado; provided that time spent in Extra Help status shall not count in the calculation of vacation benefits.

803. ACCRUAL RATES AND MAXIMUM ACCUMULATION - OTHER UNREPRESENTED CLASSIFICATIONS

Full-time and part-time Management and Confidential Employees (other than Appointed and Elected Department Heads) shall accumulate vacation leave with pay as follows:

(a) First through forty-eighth (1- 48) month employment (1-4 years): 0.03875 per hour in pay status (3.1 hours earned per full pay period paid). Maximum accumulation of 240 hours.

(b) Forty-ninth through one-hundred thirty-second (49 – 132) month of employment (4-11 years): 0.05875 per hour in pay status (4.7 hours earned per full pay period paid). Maximum accumulation of 320 hours.

(c) One-hundred thirty-third (133) and higher months of employment (11+ years): 0.07750 per hour in pay status (6.2 hours earned per full pay period paid). Maximum accumulation of 320 hours.

Employment time for purposes of vacation accrual for employees covered by this Section shall include continuous service with the County of El Dorado beginning on the hire date (or adjusted service date for employees re-employed in accordance with the Personnel Rules); provided that time spent in Extra Help status shall not count in the calculation of vacation

benefits.

804. DONATION OF VACATION LEAVE

Employees covered by this Resolution shall be governed by the donation of vacation leave provisions set forth in the Personnel Rules.

SECTION 9: SICK LEAVE

901. GENERAL

Employees covered by this Resolution, except for Elected Department Heads, shall be governed by the leave provisions set forth in the Personnel Rules.

902. PAYMENT FOR UNUSED SICK LEAVE

In order to receive payment for unused sick leave at the time of retirement, layoff or voluntary separation, a Management or Confidential Employee must have five (5) or more years of continuous County service, except as provided otherwise in this Section.

(a) Management Employees - Management 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.

Notwithstanding other provisions of this Section regarding eligibility, Appointed Department Heads who retire prior to completion of five (5) years of continuous service are entitled to receive a payoff of their unused sick leave up to the five hundred four (504) hours maximum.

(b) Confidential Employees - Confidential Employees shall be entitled to receive a payoff of their unused sick leave as follows:

1. Employees that have completed at least 60 months (5 Years) of service shall receive 20% of their unused sick leave.
2. Employees that have completed at least 120 months (10 years) of service shall receive 40% of their unused sick leave.
3. Employees that have completed at least 180 months (15 years) of service shall receive 70% of their unused sick leave.
4. Employees that have completed 240 months (20 years) or more of service shall receive 100% of their unused sick leave.

The maximum number of hours paid shall not exceed 500. Payment shall be made at the employee's last hourly rate of pay.

(c) Death - In the event an employee dies while in active service with the County, their sick leave pay-off will be made in accordance with the provisions of this Section 902; in the event an Appointed Department Head dies while in active service with the County, it shall be treated as a retirement for purposes of sick leave payoff eligibility.

SECTION 10: MANAGEMENT, SUPERVISORY, SPECIAL, AND PERSONAL LEAVE

1001. GENERAL

Elected Department Heads and Extra Help Employees are not eligible to receive leaves under this Section. Eligible Part-time employees shall receive a prorated share of leave(s) prescribed in this Section based upon their FTE.

1002. MANAGEMENT LEAVE

(a) Full-time Appointed Department Heads shall be credited with up to ninety-six (96) hours of management leave per year. Continuing employees shall be credited with ninety-six (96) hours in pay period 01 of each year. Employees who newly enter a UD classification as a new hire or from a different classification or bargaining unit where they did not otherwise receive management leave that calendar year will be credited with management leave on their appointment date as follows:

Appointment Date	Full-Time	Part-Time
In pay periods 1-13	96 hours	Prorated proportionate to employee's FTE
In pay periods 14-26	48 hours	Prorated proportionate to employee's FTE

An Employee who newly enters a UD classification from a different classification or bargaining unit where they did receive management leave that calendar year is only eligible for the difference in the management leave based on the UD appointment date, provided the additional hours plus any hours previously credited that calendar year do not exceed the maximum allowed for the UD positions (*i.e. an existing full-time UM employee who moves into a UD position in pay period 13 would receive sixteen [16] hours of management leave upon appointment on top of the eighty [80] hours received in pay period 01 as UM for a total of ninety-six [96] hours that initial year*).

(b) Full-time Administrative Management Employees shall be credited with up to eighty (80) hours of management leave per year. Continuing employees shall be credited with eighty (80) hours in pay period 01 of each year. Employees who newly enter a UM classification as a new hire or from a different classification or bargaining unit where they did not otherwise receive management leave that calendar year will be credited with management leave on their appointment date as follows:

Appointment Date	Full-Time	Part-Time
In pay periods 1-13	80 hours	Prorated proportionate to employee's FTE
In pay periods 14-26	40 hours	Prorated proportionate to employee's FTE

(c) Management leave time must be used by the last day of pay period 26 of each year and is not subject to the payoff provisions. Any unused management leave time will be lost.

1003. SUPERVISORY LEAVE

Confidential supervisory employees will receive up to sixteen (16) hours of supervisory leave per year. Continuing employees shall receive up to sixteen (16) hours of supervisory leave in pay period 01 of each year. Confidential supervisory employees newly entering the Confidential Unit as a new hire or from a different classification or bargaining unit where they did not otherwise receive supervisory leave that calendar year shall receive supervisory leave on their appointment date as follows:

Appointment Date	Full-Time	Part-Time
In pay periods 1-13	16 hours	Prorated proportionate to employee's FTE
In pay periods 14-26	08 hours	Prorated proportionate to employee's FTE

Confidential employees newly assigned supervisory responsibilities shall receive supervisory leave as prescribed above based on the date a subordinate is assigned on an ongoing basis as documented on the prescribed personnel action form.

Such leave does not accrue from year to year and must be used by the last day of pay period twenty-six (26) of each year and is not subject to payoff provisions. Any unused supervisory leave time will be lost. This benefit is forfeited immediately upon leaving the supervisory classification.

1004. SPECIAL LEAVE FOR CONFIDENTIAL EMPLOYEES

(a) Non-Exempt: upon appointment, full-time non-exempt Confidential Employees shall be credited with up to thirty-two (32) hours of special leave per year. Continuing employees shall be credited with thirty-two (32) hours in pay period 01 of each year. Employees newly entering the Confidential Unit as a new hire or from a different classification or bargaining unit where they did not otherwise receive special leave that calendar year will be credited with special leave on their appointment date as follows:

Appointment Date	Full-Time	Part-Time
In pay periods 1-13	32 hours	Prorated proportionate to employee's FTE
In pay periods 14-26	16 hours	Prorated proportionate to employee's FTE

(b) Exempt: upon appointment, full-time exempt Confidential Employees shall be credited with up to fifty-six (56) hours of special leave per year. Continuing employees shall be credited with fifty-six (56) hours in pay period 01 of each year. Employees newly entering an exempt Confidential position as a new hire or from a different classification or bargaining unit where they did not otherwise receive special leave that calendar year will be credited with special leave on their appointment date as follows:

Appointment Date	Full-Time	Part-Time
In pay periods 1-13	56 hours	Prorated proportionate to employee's FTE
In pay periods 14-26	28 hours	Prorated proportionate to employee's FTE

(c) Unused special leave does not accrue from year to year and must be used by the last day in pay period 26 of each year. Special leave is not subject to the payoff provisions; any unused special leave time will be lost.

(d) Confidential Employees shall have no more than the maximum hours specified.

1. An exempt Confidential Employee who moves into a non-exempt Confidential position forfeits any hours in excess of the non-exempt Confidential Employee maximum amount immediately upon the position change.
2. A non-exempt Confidential Employee who moves into an exempt Confidential position is only eligible for difference in hours between the exempt and non-exempt position based on the appointment date, provided the additional hours plus any hours previously credited that calendar year do not exceed the maximum allowed for exempt positions (*i.e. an existing full-time non-exempt employee who moves into an exempt Confidential position in pay period 15 would receive twelve [12] hours of special leave upon appointment [28 exempt – 16 non-exempt = 12 hours] on top of the thirty-two [32] hours received in pay period 01 for a total of forty-four [44] hours that initial year*).

1005. PERSONAL LEAVE

Administrative Management and Confidential employees will receive up to sixteen (16) hours of personal leave per year. Continuing employees shall receive up to sixteen (16) hours of personal leave in pay period 01 of each year. Employees who newly enter a UM or CO classification as a new hire or from a different classification or bargaining unit where they did not otherwise receive personal leave that calendar year shall receive personal leave on their appointment date as follows:

Appointment Date	Full-Time	Part-Time
In pay periods 1-13	16 hours	Prorated proportionate to employee's FTE
In pay periods 14-26	08 hours	Prorated proportionate to employee's FTE

Personal leave shall be taken at a time agreeable to both the employee and the appointing authority, and will not be considered holidays for payroll purposes.

Personal leave time must be used by the last day of pay period 26 of each year and is not subject to the payoff provisions. Any unused personal leave time will be lost.

SECTION 11: OTHER LEAVES

1101. GENERAL

Employees covered by this Resolution shall be governed by the leave provisions set forth in the Personnel Rules.

1102. 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.

1103. LEAVE OF ABSENCE WITHOUT PAY

In addition to provisions in the Personnel Rules governing leaves of absence without pay, and except as otherwise provided by law, an employee's accrual of service time for the purposes of eligibility for merit salary step increases shall be tolled commensurately for each full pay period an employee is on authorized leave without pay.

1104. JURY DUTY

Except as expressly set forth in this Resolution, the provisions of Jury Duty for Management and Confidential Employees (excluding Elected Department Heads and Extra Help) will be in accordance with the Personnel Rules.

1105. COURT APPEARANCES

Any employee called as a witness during the employee's regularly scheduled working hours, arising out of and in the course of County employment, shall be subject to the provisions of the Personnel Rules for Court Appearances, except as provided otherwise in this Section.

Off Duty Time - FLSA non-exempt Confidential or Extra Help employees called as a witness during the employee's off duty hours, arising out of and in the course of County employment, shall be compensated for such time as time worked. Such employees shall be compensated for two (2) hours or actual duration of the court appearance, whichever is greater.

SECTION 12: SPECIAL PAYS

Consistent with Government Code Section 21224(a) Extra Help retired annuitant employees are not eligible for any special pays beyond the hourly rate of pay.

1201. LONGEVITY PAY

(a) Employees with a hire date after November 7, 2017, are not eligible for longevity pay.

(b) Management and Confidential Employees (excluding Undersheriff) who were hired or transitioned into an unrepresented classification (including former members of the Deputy County Counsel bargaining unit) after November 7, 2017, and before February 4, 2020, from a represented job classification at the County that was eligible for

longevity pay pursuant to its applicable Memoranda of Understanding at the time of hire or transition, shall continue to be eligible for longevity pay as determined by this Section 1201 (e) and 1201 (f) below, provided that there is no break in service.

(c) Management and Confidential Employees (excluding Undersheriff) hired or transitioned into an unrepresented classification (including former members of the Criminal Attorney bargaining unit) on or after February 4, 2020, who (1) were hired directly from a represented job classification at the County that was eligible for longevity pay pursuant to its applicable Memorandum of Understanding at the time of hire, and (2) were receiving longevity pay in their prior represented position at the time of their hire or transition into an unrepresented classification, shall continue to be paid longevity pay at their current longevity tier, but will not be eligible for any further longevity pay advancement thereafter.

(d) Effective January 1, 2019, Elected Department Heads are not eligible to receive longevity pay beyond the elected term inclusive of that date. After January 1, 2019, newly elected and re-elected Department Heads will no longer receive longevity pay regardless of first date assuming office. Effective December 18, 2018, Department Heads appointed by the Board of Supervisors who are receiving longevity pay shall be frozen in the tier they are eligible to receive and shall not be eligible for any further longevity pay advancement thereafter. Department Heads appointed by the Board of Supervisors prior to November 7, 2017, but who have not yet achieved the first longevity tier shall not be eligible for any longevity pay.

(e) Management Employees - A regular full-time or part-time Management Employee (excluding the Undersheriff) hired prior to November 7, 2017, shall receive longevity pay in recognition of continuous service in paid status with the County. The longevity pay shall be effective on the first day of the biweekly pay period following completion of the required years of service. Longevity pay is not cumulative.

Completion of 10 years	5.0% of base salary
Completion of 15 years	10.0% of base salary
Completion of 20 years	13.0% of base salary
Completion of 25 years	15.0% of base salary
Completion of 30 years	16.0% of base salary

For Administrative Management Employees and Appointed Department Heads, longevity pay increases shall be based upon continuous service with the County in an allocated position, subject to adjustment in accordance with the Personnel Rules, and shall be effective on the first day of the biweekly pay period following completion of the required period of service. Time spent as Extra Help shall not be considered in calculating longevity.

(f) Confidential Employees - A regular full-time or part-time Confidential Employee shall receive longevity pay in recognition of continuous service in paid status with the County The longevity pay shall be effective on the first day of the biweekly pay period following completion of the required years of service. Longevity pay is not cumulative.

Completion of 10 years	5% of base salary
Completion of 15 years	7.5% of base salary*
Completion of 20 years	10% of base salary

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

Longevity pay increases shall be based upon continuous service with the County in an allocated position, subject to adjustment in accordance with the Personnel Rules, and shall be effective on the first day of the biweekly pay period following completion of the required period of service. Time spent as Extra Help shall not be considered in calculating longevity.

1202. POST CERTIFICATE PAY

The Undersheriff shall receive POST certificate pay based upon the most advanced certificate they possess. POST certificate pay is not cumulative.

Intermediate POST certificate	5.0% of base salary
Advanced POST certificate	10.0% of base salary
Supervisory POST certificate	12.0% of base salary
Management POST certificate	13.0% of base salary
Executive POST certificate	15.0% of base salary

1203. TAHOE EMPLOYMENT DIFFERENTIAL

In recognition of limited choices of health care plans, providers, and associated costs in the Tahoe Basin (defined as the Tahoe Regional Planning Agency jurisdiction boundary around Lake Tahoe), full-time Administrative Management and Confidential Employees (other than Elected Department Heads and Appointed Department Heads) who are eligible employees as defined below shall receive a total of one hundred and one dollars and fifty-three cents ($101.53) each of the twenty-four benefit pay periods (the first two paydays of each month); employees regularly scheduled to work twenty (20) hours or fewer per week (0.5 FTE or less) shall receive fifty dollars and seventy-seven cents ($50.77) per benefit pay period. Extra Help Employees shall not be eligible for the provisions of this Section 1203.

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 in the County's HR/Payroll system. This differential shall only apply when an eligible employee is in paid status for a majority of their assigned hours in a pay period.

1204. GEOGRAPHIC DIFFERENTIAL

Regular full-time Employees whose primary work location is in the Tahoe Basin (defined as the Tahoe Regional Planning Agency jurisdiction boundary around Lake Tahoe) and who reside in the zip codes listed below shall receive two hundred dollars ($200.00), paid twenty-four (24) pay periods per year (the first two pay days of each month); employees

regularly scheduled to work twenty (20) hours or fewer per week (0.5 FTE or less) shall receive half this amount:

Zip codes 89402, 89410, 89411, 89413, 89423, 89448, 89449,89450, 89451, 89460, 89701, 89702, 89703, 89705, 95604, 95646, 95720, 95721, 95735, 96120, 96140, 96141, 96142, 96143, 96145, 96146, 96148, 96150, and 96155.

Residential addresses within zip codes not listed but located no further than twenty-five (25.0) miles from the employee's primary Tahoe Basin physical work address must be submitted by the employee's appointing authority for prior written approval by the Director of Human Resources or their designee before this differential may be authorized.

For purposes of determining eligibility, an employee's residence shall be as documented by the physical home address as listed in the County's HR/Payroll software system subject to employee's provision of proof of residency (i.e., lease agreement or current utility bill in the employee's name). This differential shall only apply when an eligible employee is in paid status for a majority of their assigned hours in a pay period.

This Section 1204 does not apply to Extra Help Employees.

1205. ATTORNEY ON-CALL PAY

An employee in the classification of Chief Assistant District Attorney, Associate Attorney, Deputy Attorney, or Sr. Attorney may be assigned by the appointing authority 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.

Employees in the classifications defined above who are assigned on-call duty shall be compensated at the rate of four hundred dollars ($400.00) per weekly assignment of such duty.

1206. DISTRICT ATTORNEY LEAD ATTORNEY PAY DIFFERENTIAL

Employees in the Attorney (Associate, Deputy, Sr.) classification series in the District Attorney's Office who were assigned and designated as a Lead Attorney by the District Attorney and who received a seven and one-half percent (7.5%) Lead Attorney Pay Differential at the time this Resolution was adopted will continue to receive the differential, as described herein.

(a) As a Lead Attorney, employees are responsible for providing technical and functional direction to a team of attorneys, 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.

(b) Effective two (2) full pay periods following adoption of this Resolution, the Lead Attorney Pay Differential shall be reduced from seven and one-half percent (7.5%) to three percent (3.0%) of the employee's base hourly rate during the term of the assignment.

(c) An Attorney who currently receives the Lead Attorney Pay Differential will cease receiving the Differential if 1) they are promoted to a classification above Sr. Attorney, 2) the District Attorney decides to end their Lead Attorney assignment, or 3) the employee changes employment outside the Attorney classification series or otherwise separates employment, whichever occurs first. Once an individual ceases to be eligible for the Lead Attorney Pay Differential, it may not be restored under any

circumstances. The District Attorney's decision to end a Lead Attorney assignment, and loss of a Lead Attorney Pay Differential, may not be grieved or otherwise challenged.

(d) The Lead Attorney Pay Differential shall be limited to the maximum three (3) incumbent Lead Attorneys in the District Attorney's Office. No other employees will be eligible for Lead Attorney Pay Differential. Once eligibility ceases for all three incumbent Lead Attorneys, the Lead Attorney Pay Differential provision shall automatically terminate, and this Section 1206 shall no longer be in force and effect.

1207. EXTRA HELP PSYCHIATRIST ON-CALL PAY

(a) The appointing authority may assign an Extra Help Employee in the classification of Psychiatrist to be in an "on-call" (i.e., medical backup) status to provide emergency psychiatric services. When so assigned, the employee shall receive two (2) hours of pay at the Psychiatrist-Extra Help rate for each on-call shift so assigned. An on-call (medical backup) shift shall include all hours within a twenty-four (24) hour period in which the employee is assigned to be on call.

(b) On weekends and/or holidays, an employee assigned to a twenty-four (24) hour on-call shift and who is required to physically return to work (e.g., leave home or another off duty location) in order to perform required duties to make "rounds" shall, in addition to the above, receive an additional two (2) hours of pay at the Psychiatrist-Extra Help rate.

1208. ON-CALL DUTY AND CALL-BACK PAY FOR NON-EXEMPT CONFIDENTIAL AND EXTRA HELP EMPLOYEES

(a) On-Call - When warranted and in the interest of the County's operations, appointing authorities or their designees may assign non-exempt Confidential and Extra Help Employees to "on-call" duty for an "on call period" determined by the employee's department.

1. On-Call Compensation – Except as provided otherwise in this Resolution, employees assigned to on-call duty shall be compensated at the rate of three dollars ($3.00) per hour.
2. If the County and the employee agree, an 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.

(b) Call-Back Compensation for Non-Exempt Confidential and Extra Help Employees

When a non-exempt Confidential or Extra Help Employee returns to work because of a department request made after the employee has completed their normal work shift and left the work station, the employee shall be credited with a minimum of two (2) hours of work plus any hours of work in excess of two (2) hours in which the employee is continuously engaged in work for which they were called back.

An employee who is physically called back to work shall be entitled to the aforementioned two (2) hour minimum only once during a single on-call period or twice during a weekend on-call period.

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.

"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.

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 hours, but who is not required to leave their off duty location, shall be compensated with a one (1) hour minimum or actual time spent at the premium rate. The one (1) hour minimum is not meant to be provided on a per contact (i.e., phone call) basis and the duplication and/or pyramiding of pay will be prohibited in this instance.

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 solely for the time actually worked.

1209. ACTING STATUS

An acting assignment is defined as the assignment of a regular employee to work in a classification for which the compensation is greater than the employee's regularly assigned classification. If the employee works in the acting assignment for more than fifteen (15) work days, the employee shall receive compensation for such work retroactive to the first day of the assignment equivalent, as described below, to the rate of pay established for the higher classification, pursuant to the Personnel Rules, under the following conditions:

An acting assignment may occur in the following circumstances:

(a) Where an authorized position has become "vacant" due to the temporary absence of the position's incumbent.

(b) Where an authorized position has become "vacant" due to the permanent separation of the position's incumbent, and a recruitment and/or selection process has not been completed, or the appointing authority finds the need to hold the position vacant for a period of time.

(c) In an exceptional circumstance, when a vacancy does not exist but an employee has been assigned to perform duties which exceed the scope of the employee's classification.

All acting assignments are subject to the following provisions:

(a) Requests for acting assignments shall be made in accordance with the Personnel Rules Section, Requests for Personnel, and approved in advance by the Director of Human Resources.

(b) The nature of the assignment shall be such that the employee in the lower classification becomes fully responsible for the duties of the position of the higher classification.

(c) An employee selected for an acting assignment will normally be expected to meet the minimum qualifications for the higher classification. This determination shall be made by the Director of Human Resources prior to the commencement of the acting assignment. If the employee does not meet the minimum qualifications for the higher

classification, the appointing authority, prior to assigning the employee to the acting position, must provide justification for such selection to Human Resources for approval.

(d) Acting assignments shall not be utilized as a substitute for regular promotional procedures.

(e) In lieu of Personnel Rule 608, Salary on Promotion, an employee who is in an Acting Pay Assignment pursuant to this Section shall receive a Temporary Upgrade Pay (TUP). The TUP will be an hourly rate equal to the sum of the differences in the base hourly rate and percentage-of-base hourly differentials (i.e. longevity, POST certificate pay, CPA pay, etc. as applicable) between the employee's current classification and the nearest step within the higher acting classification's salary range that is not less than five percent (5%) more than their current step; provided, however, in no case shall the hourly wage calculated for the difference be more than the top step in the new salary range.

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

(f) Out of class acting assignments shall not exceed nine hundred sixty (960) hours in each fiscal year.

(g) Acting status may be terminated by the appointing authority at any time by initiating the appropriate process prescribed by the Department of Human Resources. If an employee's acting assignment is terminated and subsequently reinstated within thirty (30) days, and the employee had been receiving compensation at the rate of pay for the higher classification, the employee shall receive the higher rate of pay effective the first day of reinstatement of the acting assignment.

(h) Eligible overtime pay will be paid in accordance with the Fair Labor Standards Act (FLSA).

(i) If an employee's acting assignment is in a represented bargaining unit, the employee will continue to have all pay and benefits determined by this resolution.

1210. INTERIM ASSIGNMENTS

The Board of Supervisors may authorize an interim designation only when an Appointed Department Head position has been permanently vacated and the vacancy is expected to continue for an extended period of time (i.e., more than three months), and until such time as a permanent appointment has been made.

Only the Board of Supervisors has authority to designate and remove an employee from interim status. Interim status shall commence on the effective date specified by the Board of Supervisors.

Employees selected for the assignment must meet the minimum qualifications for the higher classification.

While in Interim status:

(a) The employee is considered to exercise the full scope of responsibility and

accountability in the higher-level position.

(b) The employee shall receive compensation at the rate of pay established for the higher classification pursuant to the Personnel Rules Section, Salary on Promotion, unless otherwise designated by the Board of Supervisors.

(c) The employee shall receive management leave and vacation accrual rates and up to the maximum accruals established for the interim position to which the employee is assigned. The employee shall continue to receive other benefits as established for the previously held classification as set forth in this Resolution. If the employee is returned to a position for which lower maximum accruals have been established, the employee shall be paid for any leave the employee has accumulated in excess of the maximum accruals for the position to which the employee is returned.

(d) The employee retains status in the classification held immediately prior to the interim assignment.

1211. UNIFORMS - SHERIFF AND UNDERSHERIFF

The Sheriff and Undersheriff shall be paid a uniform allowance of forty-one dollars and sixty-six cents ($41.66) per twenty-four (24) pay periods.

1212. SHIFT DIFFERENTIAL

This Section 1212 does not apply to exempt employees.

(a) A non-exempt Confidential or Extra Help Employee who is assigned to work and actually works a regular shift that begins at or after 5:00 p.m. and prior to 10:00 p.m. shall receive an additional one dollar ($1.00) per hour over their regular rate of pay for all hours actually worked during this period.

(b) A non-exempt Confidential Employee or Extra Help who is assigned to work and actually works a regular shift that begins at or after 10:00 p.m. and prior to 5:00 a.m. shall receive an additional one dollar and twenty-five cents ($1.25) per hour over their regular rate of pay for all hours actually worked during this period.

(c) Extra Help Snow Removal Workers shall receive shift differential in accordance with the provisions of the Memorandum of Understanding for the Highway Maintenance Worker III classification.

1213. BILINGUAL DIFFERENTIAL

When an appointing authority designates in writing that an Unrepresented Employee must utilize bilingual skills as a required component of the employee's job duties, and is necessary for the delivery of County services, the employee will be paid a bilingual differential of one dollar ($1.00) per hour for all hours in paid status, not to exceed eighty dollars ($80.00) per pay period.

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

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

(a) Be certified by the Department of Human Resources as possessing the requisite skill in the foreign language (or American Sign Language) required in the assignment; and

(b) Be authorized and required as a regular part of the assignment of duties to converse

and/or write in a language other than English (including American Sign Language).

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, to validate the employee's skills. Written authorization for an employee to continue to receive a bilingual differential shall be reviewed and renewed annually by the appointing authority, although payment of the bilingual differential shall continue until notice is given otherwise by the appointing authority. This differential shall only apply when an eligible employee has actual hours worked during the pay period.

1214. DEFERRED COMPENSATION CONTRIBUTION FOR APPOINTED AND ELECTED DEPARTMENT HEADS, AND ADMINISTRATIVE MANAGEMENT EMPLOYEES

The County will contribute each pay period to deferred compensation for all Elected Department Heads, Appointed Department Heads, and Administrative Management employees, as specified below. Contributions will be made prospectively in each pay period and no retroactive contributions will be made.

(a) The County will contribute two and one-half percent (2.5%) of base salary in each pay period to deferred compensation for employees in the following classifications:

1. Sheriff/Coroner/Public Administrator
2. Undersheriff
3. District Attorney
4. Public Defender
5. Alternate Public Defender

(b) The County will contribute four and one-half percent (4.5%) of base salary in each pay period to deferred compensation for all Elected Department Heads, Appointed Department Heads, and Administrative Management employees excluding those specified in Section 1214(a).

1215. EDUCATION INCENTIVE

The Undersheriff shall receive a maximum differential of five percent (5%) of base salary for possession of a four-year college degree (Bachelor of Arts and/or Bachelor of Sciences degree) from a regionally accredited institution. For the purposes of this Resolution, accreditation shall be by a recognized regional accrediting body pursuant to the Personnel Rules.

1216. BUILDING DEPARTMENT CERTIFICATION PROGRAM

Extra Help Employees in classifications otherwise covered by a recognized employee organization shall be entitled to receive building certification compensation in accordance with the provisions of the Memorandum of Understanding for the respective classification, provided that 1) no employee shall receive compensation for any individual certificate that they must possess as a requirement of the employee's current classification held, and 2) compensation under this program shall only apply when an eligible employee is in paid status during the pay period in which the certification premium is paid. Such certification requirement shall be as identified on the County's job classification specification.

1217. CERTIFIED PUBLIC ACCOUNTANT (CPA) INCENTIVE

With the approval of the Director of Human Resources, an Unrepresented Employee (other than an Elected Department Head) who is charged with performing professional accounting responsibilities or managing large, complex programs and projects, and who is a California licensed CPA with an experience completed designation of "A" shall receive a differential of ten percent (10%) of base salary.

With the approval of the Director of Human Resources, an Unrepresented Employee (other than an Elected Department Head) who is charged with performing professional accounting responsibilities or managing large, complex programs and projects, and who is a California licensed CPA with a completed designation of "G" shall receive a differential of five percent (5%) of base salary.

Each employee eligible to receive this CPA incentive shall provide proof of valid licensure in the form of a copy of the license, an official notification letter from the California Board of Accountancy, or a copy of online license standing from the California Board of Accountancy. Eligibility for the CPA incentive will cease 1) on the license expiration date, 2) upon the date of withdrawal, decertification, or termination of the license unless proof of successful renewal of licensure is provided to the County, or 3) upon change in job assignment that no longer qualifies the employee for this differential.

1218. SEVERANCE PAY

Appointed Department Heads serve at the pleasure of the Board of Supervisors and are 'at-will' employees whose employment may be terminated by the County at any time for any reason, or for no reason, without any cause whatsoever. If the County terminates an Appointed Department Head, who has been in their current position for a minimum of one (1) year, the Appointed Department Head shall be entitled to six (6) months' base salary unless the Appointed Department Head has been convicted of commission of any felony or of any crime of moral turpitude or of any crime in the performance of, or related to, their duties; or committed misfeasance or malfeasance in their official duties; or has been terminated for any other reasonable cause as that term is defined by County of El Dorado Personnel Rules. The Appointed Department Head shall not be entitled to severance compensation under any other circumstances, including, but not limited to, resignation. For purposes of this Section, 'base salary' shall mean the monthly proration of the annual salary specified in the Salary Schedule, less applicable tax withholding. As a condition to receipt of severance compensation, the Appointed Department Head shall execute a release of all claims against County in a form deemed satisfactory to County and approved by County Counsel.

1219. ATTORNEY DUES REIMBURSEMENT

For Administrative Management, Appointed Department Head, and Elected Department Head classifications which require the incumbent possess an active membership in good standing with the State Bar of California, the County shall pay or reimburse the employee for the cost of:

(a) The annual California State Bar dues for full-time employees. The County will reimburse part-time employees for a pro rata portion of their California State Bar dues based on their FTE;

(b) Costs incurred by full-time employees to comply with any requirements of the California State Bar that are necessary to maintain a California State Bar license, such

as the costs of live-scan fingerprinting. The County will reimburse part-time employees for a pro rata portion of such costs based on their FTE; and

(c) Approved Mandatory Continuing Legal Education (MCLE) requirements for full-time employees. For the purposes of this Section "approved" shall mean prior approval by the appointing authority. If any travel and/or lodging are associated with MCLE requirements, then said travel, lodging, and meals shall be reimbursed in accordance with Board of Supervisors Policy D-1, Travel.

1220. CHIEF ATTORNEY DEPARTMENT OF CHILD SUPPORT SERVICES INCENTIVE

The Director of Child Support Services shall receive a differential of five percent (5%) of base salary if they satisfy both of the following: 1) they possess an active membership in good standing with the State Bar of California; and 2) they serve at the direction of the Board as the Chief Attorney for the Department of Child Support Services.

1221. EXTRA HELP EMPLOYEES– BOOT ALLOWANCE

Extra Help Employees who are required by a department to wear boots shall receive a boot allowance of nine dollars and thirty-seven cents ($9.37) paid the first two paydays of each month, regardless of whether they work full-time or part-time. This Section requires that employees be in paid status for the majority of their assigned hours in a pay period in order to be eligible for the allowance. The applicable department will make the request for appropriate boot allowance using the prescribed form or system. The boot allowance will continue until such time the department no longer requires the employee to wear boots, or the employment ends, and the allowance is discontinued by the appointing authority or designee using the prescribed form or system.

SECTION 13: INSURANCE PLANS

1301. PLAN DOCUMENTS OR CONTRACTS CONTROL

In the event of any conflict between the terms of this Resolution and the terms of the various plan documents or insurance contracts governing the County Optional Benefit Plan, Life Insurance, Workers' Compensation, and Long Term Disability Programs, the terms of the plan documents and insurance contracts shall control.

1302. MEDICAL, DENTAL, AND VISION PLAN BENEFITS

(a) Eligibility and Enrollment

Enrollment procedures for medical, dental, and vision benefits are specified in the governing plan document, as approved by the Board of Supervisors, to the extent that such document does not conflict with state or federal law.

Coverage for medical, dental, and vision benefits shall become effective on the first day of the month following an employee's hire date and shall terminate on the last day of the month in which the employee separates from County service.

Employees who separate from County service and retirees who are not eligible for the Retiree Health Benefits Contribution Plan may, at their own expense, continue to be enrolled in a County-sponsored plan in accordance with the provisions of the plan or as provided by law.

(b) Coverage and Contributions for Active Employees

1. Covered benefits are specified in the governing plan document, as approved by the Board of Supervisors, to the extent that such document does not conflict with state or federal law.
2. Health plan premiums are established by the Board of Supervisors annually for each plan year, which runs on a calendar year basis (January 1 – December 31).
    i. Premiums are based on total program costs, including vendor premiums and County costs for administering the program.
    ii. The County shall increase its contribution to the County's medical/dental plan by up to seven and one-half percent (7.5%). Any remaining cost shall be paid by the employee.
3. Published rates for each year shall become effective the first paycheck issued in the December immediately preceding the plan year.
4. Regular employee contributions are deducted over twenty-four (24) pay periods. No regular contributions are deducted from the third paycheck issued in any month.
5. Other than required by law, in order to be eligible for the full County contribution for payment of premiums, a full-time or part-time employee must be in paid status (i.e., where the employee is receiving pay from work hours, compensatory time off, vacation leave, or sick leave in accordance with the Personnel Rules) for at least sixty-four (64) hours during a pay period. An employee who is receiving workers' compensation temporary disability shall be eligible for continuation of the County's contribution until such time as eligibility for workers' compensation temporary disability ceases.
6. An employee who ceases to be eligible for full County contributions during a pay period must pay directly to Human Resources the full amount of the employee and County contributions, as prorated below, in order to retain benefit coverage under the County-sponsored medical/dental/vision benefit plan.

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

7. The County will not contribute toward the cost of any plan other than those specifically sponsored by the County.

1303. RETIREE HEALTH CONTRIBUTION

(a) County contribution toward retiree health was discontinued for Unrepresented Employees hired on or after January 26, 2010; however, employees hired into an allocated position (excluding Extra Help and provisional) on or after January 26, 2010

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.

(b) Employees hired into and continuously employed in an allocated position (excluding Extra Help and provisional) on or before January 25, 2010 may be eligible for the Retiree Health Benefits Contribution Plan subject to the provisions of the Retiree Health Benefits Contribution Plan Document.

An employee who retires from County service and who has attained a cumulative total completed years of service (excluding Extra Help service and provisional) with the County as specified below, shall be entitled to the percentage monthly contribution of the "employee only" Blue Shield rate toward a County-Sponsored Health Plan as follows:

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

An eligible Elected or Appointed Department Head 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.

1304. OPTIONAL BENEFITS PLAN

(a) The County shall provide to each eligible full-time FLSA exempt Confidential Employee and each eligible FLSA exempt Management Employee (including Administrative Management, Appointed Department Heads, and Elected Department Heads) a contribution of six thousand two hundred forty dollars ($6,240) per fiscal year, toward the purchase of benefits included within the Optional Benefit Plan (OBP), prorated and paid over twenty-four (24) benefit pay periods provided that the employee is in a paid status for the full pay period or is on an approved, non-disciplinary, leave of absence. Each prorated contribution shall not be deemed earned until the pay period in which it is paid. FLSA exempt classifications shall only be eligible to receive OBP contributions as cash payments. Such cash payments shall be taxable income.

(b) The County shall provide to each eligible full-time FLSA non-exempt Confidential Employee a contribution of six thousand two hundred forty dollars ($6,240) per fiscal year, toward the purchase of benefits included within the OBP. The six thousand two hundred forty dollars ($6,240) shall be prorated over twenty-four (24) benefit pay periods, provided that the employee is in a paid status for the full pay period or is on an approved voluntary leave of absence. Each prorated contribution shall not be deemed earned until the pay period in which it is paid. An FLSA non-exempt Confidential Employee eligible under this Section who has elected to receive the employee's optional benefit contribution or portion thereof in cash, may receive cash, which is taxable income, subject to the provision of the Plan.

(c) Part-time Management and Confidential Employees hired on or after January 1, 1990, shall be eligible for the prorated amount of contribution specified in Section 1304(a), as set forth in Section 1304(e).

(d) Optional benefits are specifically defined in the OBP. Provisions generally include the following:

1. County of El Dorado Health Care Account - Eligible employees may elect to receive medical and dental benefits under the County OBP.
2. Supplemental Life Insurance - Eligible employees may elect to purchase additional life insurance, subject to the provisions of the OBP and respective life insurance plans.
3. Dependent Care - Eligible employees may elect to set up an account for reimbursing dependent care expenses subject to the provisions of the OBP.
4. Unreimbursed 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 OBP as a full-time employee, shall continue to be eligible for the full OBP benefit, provided there has been no break in service.

A part-time employee who is hired on or after January 1, 1990, shall receive this benefit according to their regular work schedule, as documented on the Personnel Action Form, subject to the chart below:

Scheduled Hours Per Pay Period	Optional Benefit Plan
64-79	Equivalent to Full-time Employee
40->64	75% of Equivalent to Full-time Employee
34->40	50% of Equivalent to Full-time Employee
less than 34 hours	Not Eligible

A part-time employee may work additional or fewer hours than the employee's FTE without change to the level of entitlement based upon the number of hours initially set forth on the Personnel Action Form prorata contribution. The prorata entitlement level may only be changed by amending the Personnel Action Form which documents a change to the FTE.

1305. LIFE INSURANCE

The County shall provide a group term life insurance plan for each Unrepresented Employee whose FTE as designated on the Personnel Action Form is at least 60 hours of work per pay period in the following amounts:

Elected and Appointed Department Heads	$100,000
Administrative Management	$80,000
Confidential	$60,000

Accidental Death & Dismemberment coverage is included in this Plan.

1306. LONG TERM DISABILITY

The County shall provide a Long Term Disability Plan for Management and Confidential employees whose FTE as designated on the Personnel Action Form is at least 60 hours of work per pay period, in accordance with the provision of the Long Term Disability Plan.

1307. EMPLOYEE ASSISTANCE PROGRAM

The County shall maintain an Employee Assistance Program for Unrepresented Employees.

SECTION 14: HOURS OF WORK AND OVERTIME

1401. 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 Administrative Management and Confidential Employees to a regular work schedule and may change that schedule at the appointing authority's discretion.

The appointing authority shall give Administrative Management and Confidential Employees reasonable advance notice of any change in work schedule.

In no case may the work schedule of an employee who is eligible for overtime be changed during the FLSA work period when the purpose of such change is to avoid overtime compensation, unless agreed to by the employee.

An alternate work schedule which differs from the standard work schedule of the department may be approved by the appointing authority provided that service to the public is not adversely affected. Such approval shall occur via completing forms assigned by the County.

1402. REST PERIODS

Each appointing authority shall grant rest periods to Confidential Employees and Extra Help Employees. Any such rest periods shall be governed by the Personnel Rules.

1403. MEAL PERIODS

Confidential Employees and Extra Help Employees will be allowed an uncompensated meal period. Any such meal period shall be governed by the Personnel Rules.

1404. OVERTIME

(a) Definition

1. Except as otherwise specified in this Salary and Benefits Resolution for Unrepresented Employees, overtime shall be defined in accordance with FLSA.
2. Holidays will be included in the calculation of "time worked".

(b) Compensation

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 shall be paid as premium compensation at one and one-half times the employee's base hourly rate of pay, and shall not be eligible for CTO in lieu.

1405. ACCUMULATION AND USE OF COMPENSATORY TIME OFF

The maximum accumulation of CTO for eligible employees shall be one hundred fifty (150) hours.

Use of accumulated CTO shall be at a time mutually agreeable to the appointing authority and the employee; whether to use accumulated CTO for authorized leaves shall be at the discretion of the employee.

Employees may cash out CTO at any time subject to the approval of the appointing authority.

Upon employment separation, any employee with accumulated CTO shall have it paid off at the base hourly rate at the time of separation.

SECTION 15: GRIEVANCE PROCEDURE

1501. 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 Unrepresented Employees. The County prohibits retaliation against any employee because of the employee's grievance under this Section or because of their good faith participation in any grievance related investigation proceeding, or hearing.

For purposes of this Section, a grievant is an employee who is filing a grievance or two (2) or more employees who have essentially the same grievance within the timelines prescribed herein and who, if approved by the Director of Human Resources or designee, submit their combined grievances as one (1) grievant.

1502. 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 their immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively toward settlement.

1503. SCOPE OF GRIEVANCES

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

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 Resolution 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 E-5 Board of Supervisors Policy Prohibiting Discrimination,

Harassment, and Retaliation, and Reporting and Complaint Procedures.

3) Appeals of the Reduction in Force 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 Civil Service Appeal Procedure.

5) Internal department operational policies and procedures that determine the methods, processes, means, and places of providing services, except as those policies affect the terms and conditions of employment.

1504. 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. If the Director of Human Resources or their designee determines the preceding level reviewing authority does not have the authority to resolve their grievance, the grievant may submit the grievance to the level of authority capable of resolving the grievance, up to and including the Director of Human Resources. An email may serve as a formal submission, provided an automated away message shall delay the effective date of submission until the date of return identified in the automated response.

(a) The employee shall prepare a written grievance within twenty-five (25) working days of the incident or occurrence giving rise to the complaint. The employee shall submit the grievance to the immediate supervisor and appointing authority or designated manager. The grievance shall set forth the facts at issue and identify the provision of this Resolution or section of written policy, rule, resolution, or ordinance that the employee feels has been violated; the time of the occurrence of any alleged incident or violations precipitating the grievance; and the requested remedy.

(b) The appointing authority or designated manager shall conduct such meeting(s) with the employee and investigate the grievance as is appropriate in the appointing authority's judgment. The appointing authority or designated manager shall deliver to the grievant a written decision within twenty (20) working days of receipt of the grievance. If the grievance is denied, the reasons for denial shall be included in the response.

(c) If the appointing authority or designated manager's written response does not resolve the grievance and the grievant wishes to appeal the appointing authority's decision, the grievant, within five (5) working days, shall submit the grievance to the Director of Human Resources or their designee. The Director of Human Resources designee shall not be from the same department(s) where the grievance arose.

The Director of Human Resources or designee shall conduct such meeting(s), 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.

1505. ARBITRATION

(a) If the Director of Human Resources' written response to the grievant fails to resolve the grievance, the grievant may submit the grievance to arbitration for resolution. The decision of the arbitrator is final and binding on all parties, subject to ratification by the

Board of Supervisors if the decision requires an unbudgeted expenditure.

(b) The grievant 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 this Resolution.

(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.

1506. 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.

(b) Time Limits – If a grievant fails to carry their 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 the appointing authority or designated manager fails to respond with a written decision within the given time period, the grievant may appeal their 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 one other County employee of their choice at the informal discussion level of this procedure. At the formal and final stages of this grievance procedure, an employee may be represented by a person selected by the grievant.

(d) Release Time – The grievant may take reasonable County time without loss of pay to prepare their grievance and meet with County representatives regarding the grievance. Other employees assisting or representing the grievant shall do so on their own time.

SECTION 16: LAYOFF AND DEMOTION PROCEDURES UPON REDUCTION IN FORCE

The following Reduction in Force Policy is hereby included as a part of this Resolution. Such inclusion, however, shall not provide avenues of appeal beyond those contained in this Section. 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.

1601. POLICY

At the discretion of the Board of Supervisors, a reduction in the County's work force may be initiated for any lawful reason. Insofar as possible, a reduction in force may be

accomplished by attrition. When it is determined by the Board of Supervisors that attrition will not provide sufficient relief for the condition warranting a reduction in the number of County employees, the Board of Supervisors may direct a specific layoff by classification, number of employees, and department(s) pursuant to this Reduction in Force Policy.

1602. 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.

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 Section 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 classifications shall be posted in the affected department. It is the appointing authority or their designee's responsibility to ensure posting.

1. Layoffs and displacements are made within the department involved and are not County-wide.
2. Written notice of layoff shall be served on affected employees in person or by United States Postal Service (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 USPS proof of service.
3. The written layoff notice shall include the effective date of the separation (layoff); the reason(s) 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 after service of the notice for when the affected employee must notify the Department of Human Resources that they will be exercising their displacement rights.

1603. 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, Limited Term, and provisional
2. Probationary employees serving an initial probationary period
3. Regular civil service status full-time and 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 their 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 classification. 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 previous employment; interruptions caused by resignation, dismissal, or transfer from/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 a 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 Classifications - Classifications that are budgeted as flexible classifications (e.g., Office Assistant I/II), as stated in the Personnel Allocation Resolution, shall be treated as one classification for purposes of determining retention points.

(d) 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: 1) total County of El Dorado service (including County of El Dorado service prior to the most current period of employment); 2) letters of reprimand; and 3) 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 Section.

1604. LAYOFF PRIVILEGES

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

(a) Displacing into a Lower Classification - An employee affected by layoff may, at the employee's discretion, in lieu of layoff, displace an employee in a classification previously held by the employee. Retention point computation for displacement purposes is made in the same manner as the original layoff. This is considered a voluntary demotion.

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 classification from which they were reduced. Three (3) refusals to accept restoration to a position within twenty five (25) miles from the geographical location of the position from which the employee was laid off from a departmental layoff list will remove the eligible

individual's name from that list.

(b) 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 USPS Priority 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 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 classification. When an employee transfers or demotes in accord with provisions of this Section and is required by the appointing authority or their 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 classification 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 classification 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 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 Section and subsequently restored in their former classification within a two (2) year period from the date of 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 at the step of the salary range that was held at the time of the layoff.

1605. 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 their 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.

1606. 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 Section.
2. The right of appeal is limited to the scope and process provided in this Section.
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.

Probation, Provisional, Temporary, Limited Term, 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 their designee.
2. Appeals shall be filed within five (5) working days after the USPS date of service of the notice of layoff as provided in Section 1602.

The notice of appeal shall state the employee's reasons for the appeal consistent with this Section.

(c) Responsibilities of the Director of Human Resources

The Director of Human Resources or their designee shall within five (5) working days of receipt of an appeal, determine which employees, if any, will be adversely affected. 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 the tripartite Layoff Arbitration Panel consisting of:
    i. The Director of Human Resources or their designee.
    ii. The Chief Administrative Officer or their designee.

iii. A neutral department head.

The Layoff Arbitration Panel shall convene and open the hearing within fifteen (15) working days of the initial filing of the appeal.

(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.

SECTION 17: CLOSURE OF COUNTY BUILDINGS

(a) The Chief Administrative Officer or their designee shall determine when County facilities shall be temporarily closed in an emergency.

(b) The County does not determine when non-County facilities may close. Employees scheduled to work at a closed non-County facility may be re-assigned to work at a County facility in the same geographic area, or to telework if the employee has a current Telework Agreement, during a non-County facility closure. Employees who have been reassigned to a County-facility or to telework, shall receive their regular pay for that scheduled shift(s). If the County is unable to re-assign the employee, the employee will be paid for the scheduled shift(s) pursuant to subsections D and E.

(c) Employees whose buildings have been temporarily closed may be re-assigned to work sites in the same geographic area, or to telework if the employee has a current Telework Agreement, and shall receive their regular pay for that scheduled shift.

(d) Regular County employees scheduled to work but who are directed not to 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 pursuant to this Section 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.

(e) After the first day of closure of a County building, if the County is unable to re-open a work site, or is unable to obtain an alternative work site in the same geographical area, an employee will be compensated for that day(s).

(f) Confidential Non-Exempt Employees - During a temporary closure of County buildings, those regular employees who are still required to come to work at a closed County building to provide essential services as determined by the Chief Administrative Officer, will receive premium compensation at one and one-half (1 ½) times the employee's base hourly rate of pay for those hours actually worked during the designated closure. Employees re-assigned to work at an open County facility in the same geographic area, or to telework if the employee has a current Telework Agreement, pursuant to subsections B and C above, shall not be eligible for this pay.

(g) Should the closure of a County facility last longer than five (5) working days, the County reserves the right to reassign employees outside their geographical area. In the event of re-assignment outside the geographical area, or where the employee is re-assigned to telework but cannot, for any reason, telework, the employee may at their request utilize accumulated vacation and/or CTO 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.

(h) For purposes of this Section, geographical area is generally defined as:

1. Tahoe Basin
2. Western Slope

SECTION 18: PROBATIONARY PERIODS: UNREPRESENTED EMPLOYEES

1801. APPOINTED DEPARTMENT HEADS AND ELECTED DEPARTMENT HEADS

Appointed Department Heads serve at the will and pleasure of the Board of Supervisors and, as employees exempt from civil service, do not serve probationary periods.

Elected Department Heads, Limited Term, and Extra Help do not serve probationary periods.

1802. OTHER UNREPRESENTED EMPLOYEES

Administrative Management and Confidential Employees serve a twenty-six (26) full pay period probationary period from the date of appointment to a specific single classification, except as otherwise provided under the Personnel Rules.

1803. EXTENSION OF PROBATIONARY PERIOD

An Unrepresented Employee who is subject to a probationary period shall have their 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 appointing authority from extending a probationary period one time for a period not to exceed thirteen (13) pay periods to ensure that an employee has demonstrated all of the necessary skills and traits to successfully pass probation for the job classification.

SECTION 19: NEPOTISM

1901. EXTRA HELP ELECTIONS EMPLOYEES

Notwithstanding any contrary provisions of the Personnel Rules regarding Nepotism, the employment of Extra Help Employees within the County's Elections Department who are related to employees within the same supervisory unit of the Elections Department to which the Extra Help Employee is assigned is allowed to the extent that i) such appointment is limited to sufficiently staffing special events pertaining to the election cycle, ii) such appointees will not have ongoing duties/work hours outside the scope and duration of such special events, and iii) no employee shall be in the direct line of supervision with a relative. The terms "direct line of supervision" and "relative" shall be as defined by the Personnel Rules.

SECTION 20: SUPERVISOR'S ASSISTANT

Supervisor's Assistant, defined by the County Charter as "any person holding a confidential position to each member of the Board of Supervisors," (i) is in the unclassified service and does not hold regular status, and (ii) serves at the pleasure of the appointing member of the Board of Supervisors, except as set forth below.

(a) A person may be appointed to an at-will Supervisor's Assistant position for an individual member of the Board of Supervisors pursuant to the Personnel Rules.

(b) An incumbent can be terminated at any time without cause and without the opportunity to appeal, (i) by the appointing member of the Board of Supervisors or (ii) with a 4/5 vote by the Board of Supervisors.