

# MEMORANDUM OF UNDERSTANDING

Between

The County of El Dorado

And

El Dorado County Deputy County  
Counsel Association

July 1, 2011-2014 - June 30,  
2014-2016-2017



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**Memorandum of Understanding**

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**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF EL DORADO  
AND  
THE EL DORADO COUNTY DEPUTY COUNTY COUNSEL**

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**PREAMBLE**

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

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**ARTICLE 1. TERMS AND CONDITIONS OF EMPLOYMENT**

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**Section 1. Negotiations**

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EDCDDCA and representatives of representatives of the County of El Dorado

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(hereinafter referred to as "County") have met and conferred in good faith in regard to wages, hours and other terms and conditions of employment covering employees in the ~~EDCDCCA Association~~ bargaining 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.

**Section 2. Meyers-Milias-Brown Act**

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

**Section 3. Ratification**

This MOU shall be presented by ~~EDCDCCA the Association~~ to the employees in ~~EDCDCCA the Association~~ for ratification by said employees, and shall thereafter be presented to the Board of Supervisors, as the joint recommendation of the undersigned for salary and benefits adjustments for the period from July 1, ~~2014~~ 2014 through June 30, ~~2014~~ 2016/2017. All provisions shall become effective upon final approval by the Board of Supervisors, unless otherwise indicated herein.

**Section 4. Complete Understanding**

This MOU cancels all previous MOUs and letters of agreement ~~except for the letter agreement executed by the Board of Supervisors on June 21, 2011 attached as Attachment A to this MOU.~~ El Dorado County Personnel Rules, and all other County policies and rules shall remain in force and effect other than where superseded by specific provisions of this MOU.

~~The Compensation Administration Resolution 227-84, Personnel Management Resolution 228-84, and all other County policies and rules shall remain in force and effect other than where superseded by specific provisions of this existing MOU.~~

**ARTICLE 2. AUTHORIZED AGENTS AND RECOGNITION**

**Section 1. Authorized Agents**

For the purpose of administering the terms and provisions of this MOU, the

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following authorized agents have been designated:

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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 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.

The County reserves the right to contract out services pursuant to the El Dorado County Charter. In the event that the County is considering contracting out services, which will directly result in the layoff of current employees, the County will notify the Association and meet and confer prior to the implementation of the action to the extent required by law.

~~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 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 that 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~~

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~~or organization of any service or activity provided by law or executive order;~~

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

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#### **ARTICLE 4, ~~EDCDCCA~~, ASSOCIATION RIGHTS**

##### **Section 1. Representation**

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

##### **Section 2. Communications**

~~Official EDCDCCA 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 Department Head or his/her designee when contacting departmental employees during the duty period of employees, provided that solicitation for membership or other internal employee organization business shall be conducted only during the non-duty hours of all employees concerned. Non-duty hours are defined as before or after work, lunch periods and rest break periods.~~

~~The Association may use the Department electronic mail (e-mail) for Association business under the following conditions;~~

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

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B. The subject line of the email shall read "EDCDCCA Information." E-mails shall not contain personal attacks on any County official or employee, any material that constitutes harassment, discrimination or retaliation based on a legally protected status, as well as any pornographic or obscene material.

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

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D. All email usage shall be consistent with Departmental policy, the El Dorado County Computer and Network Resource Usage Policies and Standards Guide, and the provisions of this MOU.

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### **Section 3. Release Time**

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

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### **Section 4. Use Of County Buildings**

County Buildings and other facilities shall be made available for use of ~~EDCDCCA~~ ~~the Association~~ or its representatives during non-duty hours in accordance with availability and administrative procedures as may be established by the Chief Administrative Officer or Human Resources Director or designee.

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Section 5. E-MAIL

EDCDCCA may use the Department electronic mail (e-mail) for EDCDCCA 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 email shall read "EDCDCCA Information." E-mails shall be in good taste and shall not malign the County or its representatives;

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

D. All email usage shall be consistent with Departmental policy, the ElDorado County Computer and Network Resource Usage Policies and Standards Guide, and the provisions of this MOU;

ARTICLE 5. SALARY AND OTHER RELATED ISSUES

Section 1. Salaries

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The increase base wages for all Association represented classifications will be increased by 15% during the term of the MOU, as follows;

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Cost of Living Adjustments

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2014: 2% effective the pay period including July 1, 2014 or the first full pay period following Association ratification and Board of Supervisors adoption of the MOU, whichever occurs later.

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2015: 2% effective the pay period including July 1, 2015.

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2016: 2% effective the pay period including July 1, 2016.

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Equity Adjustments

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2014: 3% effective the pay period including July 1, 2014 or the first full pay period following Association ratification and Board of Supervisors adoption of the MOU, whichever occurs later.

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2015: 3% effective the pay period including July 1, 2015.

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2016: 3% effective the pay period including July 1, 2016.

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**Section 2. Classification Structure Study**

The County will initiate a classification structure study during the term of the MOU. After the study is complete, the County will present any negotiable changes to the County's classification structure to the Association. The County and the Association agree to meet and confer over the negotiable changes, if any, to the classification structure.

Comment [JDS1]: NEW SECTION ADDED SO SHOULD APPEAR AS REDLINED TEXT

~~Classifications within the El Dorado County Deputy County Counsel Bargaining Unit shall receive the salaries shown on Attachment B, effective the beginning with the first full pay period following adoption of this MOU by the Board of Supervisors.~~

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## ~~Section 2. Salary Resolution~~

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~~A. A salary range consisting of five steps shall be assigned to all classifications. B. Base Salary Ranges and Adjustments~~

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~~The parties jointly agree that the base salary ranges and rates shown on Attachment B shall be applicable on the date indicated above, Section 1. Salaries for job classifications in this unit. Classification Titles and Salary Ranges may be amended from time to time by Resolution adopted by the Board of Supervisors, provided that nothing herein shall constitute a waiver of the meet and confer obligations of the parties that otherwise exist.~~

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

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## ~~Section 3. Full Time, Part Time~~

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

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~~B. Part-Time Employees - A part-time employee shall receive that portion of the salary based upon the step in the range for his/her classification to which the employee is assigned and the number of hours in pay status in the pay period. Part-time regular and limited term extra help 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 regular full-time employees, such as management leave, cafeteria plan and health and dental benefits shall apply to part-time regular employees and limited term extra help employees on a pro-rated basis unless specifically defined otherwise herein.~~

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#### ~~Section 4. Salary Step Assignments~~

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

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~~B. Advanced Step Hiring of New Employees - A Department Head or appointing authority may hire a new employee (does not include promotions or transfers) at up~~

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~~to the third step of the salary range of the employee's classification. The Department~~

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

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~~C. Salary Upon Reemployment—A full-time or part-time employee who resigns in good standing and is reappointed in the same or a 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 that exceeds the step paid at the time of resignation, approval shall be required consistent with the Early Salary Range Step Advancement Policy. For purposes of vacation accrual and longevity pay, such an employee shall receive credit for the amount of prior service in effect at the time of resignation and shall be restored to the place on the vacation accrual and longevity pay table in effect at the time of resignation.~~

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~~A full-time or part-time employee who resigns in good standing and is reemployed by the County within two (2) years of resignation in a classification in a different class series or a higher class from which the employee resigned shall, for purposes of vacation accrual and longevity pay, receive credit for the amount of prior service in effect at the time of resignation and shall be restored to the place on the vacation accrual and longevity pay table in effect at the time of resignation. An employee who has resigned in good standing and is reemployed after May 19, 2009 will not be eligible for retiree health insurance. For purposes of vacation accrual and longevity pay, such an employee shall receive credit for the amount of prior service in effect at the time of resignation and shall be restored to the place on the vacation accrual and longevity pay table in effect at the time of resignation.~~

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~~D. Appointment of Extra Help to an Allocated Position — An Extra Help employee who is appointed a full-time or part-time position in the same class in which the employee was Extra Help shall receive the same step of the range the employee received in Extra Help capacity. Time as an Extra Help employee shall not count toward eligibility for salary step increases.~~

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~~E. Salary Step Plan — Eligibility for salary step movement shall be based upon time in classification and based upon merit, at the sole discretion of the appointing authority, and with no right to appeal.~~

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~~1. Salary Step Movement – Employees hired at Step 1 shall be eligible for advancement to Step 2 after completion of 13 full pay periods of satisfactory performance at Step 1, and with the approval of the appointing authority. Employees at Step 2 or higher shall be eligible for advancement to the next step in the range after completion of 26 full pay periods of satisfactory performance in the current step, and upon the approval of the appointing authority.~~

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~~2. Early Step Advancement – A Department Head 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 months of service in the prior step of the salary range of that classification, if the Department Head has made the following determinations in writing to the Department of Human Resources:~~

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

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

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~~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); and~~

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~~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.~~

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~~3. Fourth and Fifth Steps - A Department Head may recommend to the Chief Administrative Officer or his or her designee that an employee be advanced from the third step of the salary range to the fourth step or from the fourth step of the salary range to the fifth step of the salary range after the employee has completed at least six (6) months of service at that step. The Department Head must submit justification to the Chief Administrative Officer that clearly demonstrates that the employee's skills, knowledge, and ability, as evidenced by significant achievements of County wide importance and/or their continuing outstanding performance, is such that it places them clearly above the level of their fellow employees. The request should include the same salary and benefit cost estimation and financial condition disclaimer as provided in subsections above.~~

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~~4. Procedure - All merit salary step advancements must be initiated by the Department Head on a Payroll/Personnel Form accompanied by an employee evaluation filed with the Director of Human Resources prior to the proposed effective date of the merit salary step advancement. Salary step advancements shall be effective on the first day of the biweekly pay period following completion of the required period of service. The Director of Human Resources shall notify the County Auditor-Controller of the approved merit salary step advancement.~~

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~~5. Anniversary Date - Changes in an employee's salary because of promotion or upward reclassification will set a new anniversary date for that employee. The salary anniversary date for an employee shall not be affected by a transfer or downward reclassification. Changes in salary ranges for a classification, as defined in Article 5, Section 8 below will not set a new salary anniversary date for employees.~~

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~~Section 5. Salary Step On Promotion~~

~~This entire section applies to regular employees only.~~

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~~A. Salary on Promotion — An employee who is appointed to a position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied shall receive the nearest step within the new salary range that is at least five percent more than his/her former salary step; provided, however, that in no case shall the increased salary be more than the top step in the new range.~~

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

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~~B. Advanced Salary Upon Promotion — Upon promotion of an employee from a position for which the County pays the full contribution or a portion of the employee contribution to 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 at least 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.~~

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

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## ~~Section 6. Salary On Demotion~~

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~~This entire section applies to regular employees only.~~

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~~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 that is closest to but does not exceed the salary received before~~

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~~the demotion. The employee's eligibility for salary step advancement shall not change as a result of demotion.~~

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~~A. Salary Upon Demotion During Probation- A full-time or part-time employee who, during the employee's probationary period, is demoted to a position of a class that 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.~~

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~~B. Salary Upon Involuntary Demotion To A Lower Class- A full-time or part-time employee whose circumstances do not fall within subsection A. above or B, who is demoted involuntarily to a position of a class that 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 range for the new class that is closest to but does not exceed 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.~~

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~~C. Demotion Within a Salary Range - An employee may only be demoted to a lower salary step within a salary range as a disciplinary action in accordance with County rules and regulations. The employee's eligibility for salary step advancement shall be based on the effectual date of the promotion in accordance with Sections 4. E. 2. above.~~

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## ~~Section 7, Salary On Transfer~~

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

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~~B. For purposes of further annual increases within the salary range, his/her anniversary date shall remain the same as it was before the transfer. The effective date of all transfers shall be the first working day of the pay period in the new position.~~

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## ~~Section 8. Changes In Salary Ranges~~

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~~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.~~

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## ~~Section 9. Salary Step On Reclassification~~

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

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

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~~B. Upward Reclassification — If the position is reclassified to a class that 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 Article 5, Section 5. A, "Salary on Promotion".~~

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~~C. Downward Reclassification — If the position is reclassified to a class that 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 that is closest to 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.~~

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**Section 403. Salary Provisions Upon Restoration from Layoff**

~~A regular employee who has been laid off or voluntarily demoted as a result of layoff and is 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:~~

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~~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.~~

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~~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.~~

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

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**Section 11. Payroll Records**

~~The Office of the County Auditor/Controller and Department of Human Resources shall be the office of record with respect to maintenance of payroll records to implement the~~

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~~payroll provisions of all ordinances and resolutions. Departmental payroll records shall be maintained in forms provided or approved by the County Auditor/Controller.~~

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## ARTICLE 6. HOLIDAYS

### Section 1. Designated Holidays

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The County shall designate specific days as County holidays. Paid holidays, for all categories listed below, shall be authorized for only regular full-time and part-time employees and limited term extra help 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

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~~BA.~~ Other Declared Holidays - In addition, upon ~~concurrence~~ by concurrence by the County Board of Supervisors, every day appointed by the President or Governor for a public fast, Thanksgiving, ~~or~~ holiday shall also be considered as a holiday for purposes herein.

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

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

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**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 regular full-time employees, regular part-time employees and limited term extra help 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~~ Compensation For Holidays**

Regular full-time employees, regular part-time employees and limited term extra help employees shall receive holiday pay for all authorized holidays at their current hourly rate, not to exceed eight (8~~B~~) 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. Regular, part-time employees and limited term extra help employees shall be entitled to receive holiday pay in proportion to the ~~percentage of~~ percentage of full-time hours worked during the biweekly pay period that includes a holiday. The Department Head or designee 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. Limitations**

The following provisions as to administration of holidays shall apply to all regular full-time employees, regular part-time employees and limited term extra help employees:

A. A new employee whose first working day is the day after a paid holiday shall not be paid for that holiday.

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B. An employee who is terminating his/her employment and whose last day as a paid employee is the day before a holiday, shall not be entitled to holiday pay for that holiday.

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## ARTICLE 7. VACATION

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

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### Section 1. Accrual Rates And Maximum Accumulation

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Every regular full-time employee, regular part-time employee and limited term extra help employee shall accrue and accumulate vacation leave with pay as follows:

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

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B. Employees with over four years of continuous service shall accrue vacation credit at the rate of .05875 hour for each full hour in pay status. (Equal to 4.7 hours for full-time in a pay period.) In no case shall an employee with more than four years of continuous service accumulate more than 320 hours of vacation leave.

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C. Employees with over eleven years of continuous service shall accrue vacation credit at the rate of .07750 hour for each full hour in pay status. (Equal to 6.2 hours per

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full-time in a pay period.) In no case shall an employee with more than eleven years of continuous service accumulate more than 320 hours of vacation leave.

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## Section 2. Provisions

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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. When an employee accumulates the maximum number of hours set forth above, he or she shall cease accumulating vacation until such time as the employee has utilized vacation hours to bring the total hours below the maximum stated. Upon termination of an employee's employment for any cause, the employee shall be paid for any unused vacation hours accumulated, up to the maximum amount permitted to be accumulated. ~~No~~ No employee in this bargaining unit shall receive any payment in lieu of vacation while remaining a County employee.

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## Section 3. Vacation Scheduling

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

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

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

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## Section 4. Donation Of Vacation

Catastrophic leave donation is designed to allow employees to donate vacation leave to their coworkers in times of exceptional need. Justifications for such transfers may include a catastrophic medical condition, injury or incapacitation of the employee or member of the employee's immediate family (child, spouse, domestic partner, parent 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 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 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 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 the requestor's 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, Human Resources will post a notice on EDCnet advising employees of a request for donations. No additional notices will be sent.

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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~~ may 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~~ last donated, last used basis.

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

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

**ARTICLE 8. SICK LEAVE**  
**SICK LEAVE**

**Section 1. Accrual**

Regular full-time, regular part-time employees and limited term extra help employees

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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).

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## Section 2. Eligibility

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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.

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~~B. State Disability Insurance An employee of the County who is entitled to receive State Disability Insurance may elect to take only that portion of the employee's accumulated leave balances as when added to his/her S.D.I. will equal one hundred (100) percent of the total base salary. It is the employee's responsibility to file for State Disability and make all arrangements with the Auditor/Controller's Office for leave integration.~~

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### Section 63. Administration Of Sick Leave

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Each Department Head 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.

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

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

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B.

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

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

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~~D. Proof of illness or medical certification may be requested as authorized by law.~~

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~~E. Each Department Head shall maintain complete and current records of sick leave and vacation time accumulated and taken by each employee.~~  
C. Sick leave abuse is defined as follows:

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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.

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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:

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- a) Documented abuse, or;
- b) In excess of six 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.

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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.

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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 sick leave and determine if the leave is being abused.

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

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~~E. Each Department Head or designee shall maintain complete and current records of sick leave and vacation time accumulated and taken by each employee.~~

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

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#### **Section 74. Incapacity To Perform Duties**

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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 excuse himself/herself from work until the incapacity is remedied. During such absence the employee may utilize any appropriate accumulated paid leaves.

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#### **Section 85. Fitness For Duty Examination**

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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.

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#### **Section 96. Payment For Unused Sick Leave**

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

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A. Employees shall be entitled to receive a payoff of their unused sick leave up to a maximum of 504 hours. Payment shall be made at the employee's last hourly rate of pay.

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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.

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**Section 407. Payment For Unused Sick Leave At Retirement**

At the time of retirement, a member with five (5) or more years of County service may elect to receive a payoff of their unused sick leave up to a maximum of 504 hours. Payment shall be made at the employee's last hourly rate of pay.

**Section 448. Retirees' ~~Conversion Of~~ Conversion Of Sick Leave To Health Insurance**

An employee who is retiring under the CalPERS system may, at his/her the employee's option, in lieu of Section 407, Payment for Unused Sick Leave at Retirement (above), receive the equivalent value of that benefit in paid health plan premiums. Employees shall be responsible for whatever taxes are appropriate for this benefit.

**ARTICLE 9. LEAVES**

**Section 1. Management Leave**

Regular and limited term extra help employees shall receive eighty (80) hours of management leave in pay period 01 of each year.

A. —Part time and limited term extra help employees shall receive a prorated share of management leave based upon their ongoing work schedule.

B. —Employees hired after July 1 of each year shall receive half of designated entitlement of management leave. Part time and limited term extra help employees shall receive

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a prorated share of management leave based upon their ongoing work schedule.

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C. Payment for any unused management leave may be requested in writing by the employee only during the pay periods that include March 31, June 15, September 30, and the last pay period of each year, in eight (B) hour increments, with appropriate notification to the Auditor-Controller's Department. Any eligible employee who does not use the full entitlement of management leave by pay period twenty-six (26) of each year may be paid at the base hourly rate for any remaining unused management leave. Any unused hours remaining over the maximum allowable will be lost. Such leave will not be carried over from one year to another.

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### Section 2. Jury Duty

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An employee who is 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 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.

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### Section 3. Court Appearances

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A. On Duty Time- An employee who is called as a witness arising out of and in the course of the employee's County employment or prior employment with another governmental agency shall be deemed to be on duty and there shall be no loss of salary, but any witness fees received by him/her shall be paid forthwith to the County Auditor-Controller to be deposited in the General Fund of the County, together with any mileage allowed if he/she shall use County transportation. Employees released from witness duty during their normal duty hours shall report back to their department.

B. Off Duty Time – An employee who is called as a witness arising out of and in the course of the employee's County employment during the employee's off duty hours may be allowed to arrange their schedule, with Department Head approval, so as to allow them to take time off within the same pay period in an amount of time equal to that time spent serving as a witness.

C. Private Litigation- An employee who is called as a witness in a private or civil matter unconnected with the course of their employment shall not be compensated by the County, excepting upon the approval of the Department Head, earned vacation or compensating time off may be utilized. It is the employee's responsibility to make arrangements for payment from the involved parties in accordance with the California Code of Civil Procedures for witnesses.

#### Section 4. Leaves Of Absence With Pay

~~The appointing authority, with the approval of the Chief Administrative Officer, may place an employee on leave of absence with pay (suspended with pay) for a period not to exceed ten (10) working days. Such leave may be extended with justification and with approval of the Chief Administrative Officer. This leave with pay (suspension with pay) shall be used when an employee is under investigation or for other necessary or emergent need, such as when the employee's continued presence at the work site may be hazardous or disruptive as defined in the Personnel Rule 1408.~~

#### 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 48 hours.

#### Section 6. Leave Of Absence Without Pay

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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.

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Employees on leave of absence without pay due to illness or injury for a period of ten (10) days or more may be required by their Department Head to present a statement by the employee's physician releasing the employee for normal duty prior to returning to work. Authorized leave without pay shall not extend an employee's date of eligibility for longevity pay increases and vacation accrual rates. An employee's eligibility for merit salary step increase shall be extended commensurately for each full pay period an employee is on authorized leave without pay except as provided by law.

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## ARTICLE 10. SPECIAL PAYS

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### Section 1. Longevity Pay

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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:

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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\*

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

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Longevity pay increases shall be based upon continuous service with the County in

an allocated position and shall be effective on the first day of the biweekly pay period following completion of the required period of service.

### Section 2. Bilingual Differential

When a Department Head 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 Department Head 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 Department Head or designee. The County shall adopt a language proficiency testing process to determine employees' qualification to serve as bilingual skill providers. The Human Resources Department shall use a verbal and/or written testing process, depending upon the level of bilingual skill required of the employee, to validate the employee's skills. The County shall utilize existing bilingual employees to assess employees' bilingual capabilities when possible, as certified in writing to the Director of Human Resources. ~~Written authorizations to receive a bilingual differential shall be reviewed periodically and renewed annually by the Department Head 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 3. Tahoe Employment Differential

Employees whose primary work location is in the Tahoe Basin shall receive a total of ninety-two dollars and thirty cents (\$92.30) bi-weekly; part-time employees shall receive a bi-weekly total of forty-six dollars and fifteen cents (\$46.15). This differential shall only apply when an eligible employee is in paid status for a majority of their assigned hours in a pay period.

### Section 4. Mileage Reimbursement

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

### Section 5. Acting Pay Assignments

A. When an employee is assigned to work in a higher classification for which the compensation is greater than the classification that to which the employee is regularly assigned, and the employee works in such assignment for more than fifteen (15) consecutive work days, the employee shall receive compensation for such work retroactive to the first day of the assignment at the rate of pay established for the higher classification, under the following conditions:

1. \_\_\_\_\_ The employee is assigned to a program, service or activity established by the Board of Supervisors that 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 Human Resources Resolution, and such authorized position has become vacant due to the temporary or permanent absence of the position's incumbent. A copy of the Department Head's written approval of this assignment must be submitted to the Director of Human Resources or designee at the start of the assignment.

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

B. Notwithstanding (A.1) above, in an exceptional circumstance when a vacancy does not exist but an employee has been assigned to perform duties that exceed the scope of that employee's classification, and when determined and justified by the Chief Administrative Officer Human Resources Director or designee in his/her sole discretion, an employee will be entitled to pay for a higher classification, which shall

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not be less than five percent (5%) of the employee's base salary.

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

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

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

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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.

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G. Allowable work location differentials will be paid on the basis of the rate of pay for the higher class.

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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 determined by this Agreement.

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**Section 6. Deferred Compensation**

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A. -Deferred Compensation Matching Contribution -The County will make a dollar for dollar matching contribution to deferred compensation (457 Plan) accounts on behalf

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of participating regular full time employees in the amount not to exceed \$400 of the annual contribution by the regular full time employee during the prior calendar year.

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B. Deferred Compensation Contribution- The County will provide 2.5% of base salary in each pay period to deferred compensation for regular full time employees who have ten (10) or more years of County service.

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C. Contributions at Separation – An eligible employee 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.

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**Section 7. Bar Dues Reimbursement**

The County shall pay the annual California State Bar dues for full-time regular and full-time limited term extra help employees. The County will reimburse part-time regular and part-time limited term extra help employees for a pro rata portion of their California State Bar dues based on their scheduled hours of work. Other extra help employees will not be reimbursed for any portion of the California State Bar dues.

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**Section 8. ~~Mele~~ MCLE And Professional Dues Reimbursement**

The County shall pay for approved Mandatory Continuing Legal Education (MCLE) requirements for full-time regular and full-time limited term extra help employees. For the purposes of this section "approved" shall mean prior approval by the Department Head. 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 Travel Policy D-1.

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**ARTICLE 11. RETIREMENT**

**Section 1. ~~Calpers Retirement~~ CalPERS Retirement Plans**

A. ~~Effective as soon as possible after the adoption of this MOU by the Board of Supervisors the County will amend its contract with CalPERS to provide 2% @60, Three Year Final Compensation for eligible employees that are hired after the effective date of the amendment and designated as "miscellaneous members." Retirement benefits for employees hired prior to October 5, 2012 shall be calculated using the retirement formula of two percent (2%) @ 55 with Single-Highest Year Final Compensation (Tier 1).~~

B. ~~The County shall participate in the two percent at fifty five (2% @55) CalPERS, Single Highest Year, retirement plan for eligible employees hired prior to the effective date of the above contract amendment with CalPERS. Retirement benefits for employees hired on or after October 5, 2012 shall be calculated using the retirement formula of two percent (2%) @ 60, with Average of Three-Year Final Compensation (Tier 2).~~

~~Effective January 1, 2013, new members to the CalPERS system shall have retirement benefits calculated using the retirement formula of two percent (2%) at age 62, with Average of Three-Year Final Compensation (Tier 3). The County shall endeavor to comply with the PEPRRA pension reform statute.~~

**Section 2. ~~Calpers Contribution~~ CalPERS Contribution**

A. ~~Effective the first full pay period following adoption of this MOU by the Board of Supervisors, the employees in Tier 1 and Tier 2 shall pay the seven percent (7%) employee portion of the CalPERS contribution.~~

~~Each employee subject to Tier 3 will pay fifty percent (50%) of the employee's normal pension.~~

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**Section 3. Survivors - Benefits**

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

**ARTICLE 12. INSURANCE**

**Section 1. Medical, Dental, & Vision Plan**

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

1. The County and the Association agree to continue, during the terms of the MOU, to meet and work on long term options for payment of health care costs. For the term of this MOU, the parties agree to implement a standardized cost sharing for health insurance contribution rates, with the County paying 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 EDCDCCAMA shall be effective upon approval of the Board of Supervisors, but no earlier than the pay period containing December 1. Beginning with the 2014 plan year, premiums for health insurance plans will be unblended.

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

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

4. For purposes of this Article, a full-time employee is defined as an employee in an allocated position whose regular work schedule on an ongoing basis is eighty (80)

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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, eg. 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.

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

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

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

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#### 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.

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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.

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D. Terms and Conditions

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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.

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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.

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E. Patient Protection and Affordable Care Act

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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**

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The County shall provide each eligible full-time employee a contribution of \$6,000 per fiscal year, prorated over twenty-four (24) pay 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 be made payable to El Dorado County, and provided to the Risk Management Division.

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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.

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

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

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

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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

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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 Benefits Plan as a full-time employee, shall continue to be eligible for the full Optional Benefits Plan.

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

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

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

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

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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 1. MEDICAL, DENTAL & VISION PLAN

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The County shall make contributions toward the County Health Plan premium costs in the amounts shown below per pay period for regular full time, part-time and limited term extra help employees;

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A. Effective July 1, 2011, the County will join the GSAC EIA EIAHealth Program for the County Self-Funded PPO plan. The health care coverage year will change for all County health plans from a fiscal year (July-June) to a calendar year (January-December). To effectuate the transition to a calendar year, the County contribution

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levels to the health plan for employees covered by this MOU shall be effective upon approval of the Board of Supervisors but no earlier than the first full pay period containing July 2011, effective for July 1, 2011 through December 31, 2011. Rates for the ensuing calendar year for this bargaining unit shall be effective upon approval of the Board of Supervisors but no earlier than the first full pay period containing January 1,

B. Contribution rates for Jan. 1, 2012 through December 31, 2012 are;

County Health Plans - Jan 1, 2012 - December 31, 2012			
Per Pay Period	Employee	Employee Plus	Employee Plus Two or
County Contribution	\$252.68	\$484.03	\$686.75
Employee	161.25	295.41	391.53
Total	\$413.93	\$779.44	\$1078.28

Note: Employees in this unit receive Optional Benefits Plan credits which can be used to offset the employee contribution. The amount of \$6,000 per year or \$220.77 per pay period.

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~~C. In the event of an annual rate increase, the County shall increase its contribution to the~~

~~County's medical/dental/vision plan by up to 7.5% of the total rate in order to offset the increase. Any remaining cost shall be paid by the employee.~~

~~D. Part-time Employees: Any regular part-time employee and dependents, who, on September 6, 1991, are being provided with the same benefit contribution as regular full-time employees, will continue to receive full-time benefit contribution throughout the term of this Memorandum. A regular 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/vision 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/vision costs as specified in Article 12, Section 1.B. above for a regular 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/vision costs as specified in Article 12, Section 1.B 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 twenty-five percent (25%) of the County Contribution plus the Employee Contribution will be automatically deducted from the biweekly pay check.~~

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~~3. The County shall pay 50% of the County Contribution to the health/dental/vision costs as specified in Article 12. Section 1.B 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.~~

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~~4. Regular 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/vision insurance program. A regular part-time employee may work additional or fewer hours than the employee's "ongoing" work schedule without changing the pro-rata contribution. The pro-rata contribution level may only be changed by amending the Payroll Personnel Form which documents the change to the ongoing work schedule. An employee, who believes the employee's regular ongoing work schedule has been modified, can submit a written request to the Department Head to formally change the ongoing work schedule.~~

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~~5. Regular 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.~~

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~~6. Extra Help employees other than limited term extra help are not eligible for medical/dental/vision benefits.~~

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#### ~~E. Enrollment~~

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~~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/vision plan as allowed by law. In such case, neither the County nor the employee shall be required to make the contributions specified in Article 12. Section 1. above or Section 2 below as allowed by law.~~

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~~2. Open Enrollment – For the County self-funded PPO plan, the health care coverage term will change for all County sponsored health plans from a fiscal year (July – June) to a calendar year (January – December). In order to accommodate the transition to the CSAC-EIA EIAHealth Program, there will be an Open Enrollment Period during May 2011, for the period July 1, 2011 through December 31, 2011, and another Open Enrollment Period in October 2011 for the calendar year beginning January 2012. Thereafter, Open Enrollment Periods will occur once every calendar year.~~

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~~3. Annually the County and EDCDCCA shall meet and confer on any impacts of the Patient Protection and Affordable Care Act (Federal Health Care Legislation).~~

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## ~~Section 2. OPTIONAL BENEFIT PLAN~~

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

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

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

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~~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 OBP.~~

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~~D. Unreimbursed 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.~~

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~~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.~~

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~~F. Part time Employees~~

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~~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 64-70 hours per pay period, will be entitled to the same Optional Plan benefit for a full-time employee.~~

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~~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~~

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~~40-63 hours per pay period, will be entitled to receive 75% of the Optional Plan benefit for a full-time employee.~~

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~~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 50% of the Optional Plan benefit for a full-time employee.~~

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~~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.~~

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~~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 that documents a change to the ongoing work schedule.~~

### **Section 3. Employee Assistance Plan**

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

### **Section 4. Retiree Health Insurance**

A. Subject to the provision 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" Blue Shield rate 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%

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Level 1 12-14 years 33%

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## **ARTICLE 13. 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 a change in work schedule. Upon the recommendation of the Department Head, an alternate work schedule which differs from the standard work schedule of the department may, at the sole discretion of the Chief Administrative Officer, be approved provided that service to the public is not adversely affected.

### **Section 2. Overtime**

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

## **ARTICLE 14. PROBATION**

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

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## ARTICLE 15. LAYOFF AND DEMOTION PROCEDURES UPON REDUCTION IN FORCE

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The following Layoff and Demotion Procedures upon 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.

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### Section 1. Policy

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

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### Section 2. Procedure For Permanent Layoffs

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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 the County Counsel's office.

A. The Department of Human Resources, with the assistance of the County Counsel's office, 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 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 Association's current address. It is the Department Head's responsibility to ensure posting.

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B. Layoffs and displacements are made within the department 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 Department of Human Resources. Notice will be served in person or mailed no later than thirty (30) calendar days prior to the effective date of separation. The thirty (30)

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calendar days shall include the effective date and the date served. Notice shall be deemed served upon the postmarking and logging of the certified letter by the County's mailroom or upon personal serving of the notice to the individual.

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DC. The written layoff notice shall include the effective date of the separation (layoff), the reasons for the layoff, the seniority score of the employee, the formula by which the seniority score was computed (e.g., any unpaid leave taken, prior county service, etc.), 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 Human Resources Department that the employee will be exercising their displacement rights.

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### Section 3. Order Of Layoffs

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Layoffs will be determined based on an inverse order of retention points computed as per provisions listed below. Any required reduction in the number of employees shall be in the following order within the same classification:

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

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A. Longevity in the Department- A full-time employee shall receive one point for each full month of continuous service as a regular El Dorado County employee in the position of Associate County Counsel, Deputy County Counsel, Senior Deputy County Counsel or Principal Assistant County Counsel. 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 Section 2, below. It includes periods covered by authorized paid leaves of absences and service accrued before a previous layoff. The maximum number of retention points an employee can earn for longevity within the classifications covered by this MOU is not limited.

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B. Other County Service -An employee shall receive up to twelve (12) retention points (1 point for each month of full-time service up to 12 points) in any other classification within the County, if that other County service immediately preceded without break in service the employee's service as an Associate County Counsel, Deputy County Counsel, Senior Deputy County Counsel, or Principal Assistant County Counsel.

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C. Performance/Disciplinary Action - An employee who received 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-half of one (.5) point per day of suspension deducted from the employee's retention points, with a maximum deduction of twelve (12) points. The loss in retention points due to a suspension will sunset after three (3) years from the effective date of the action and the lost retention points will be restored to the employee.

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D. Calculation of Retention Points - For the purpose of calculating retention points, all classifications covered by the MOU (Associate County Counsel, Deputy County Counsel, Senior Deputy County Counsel, and Principal Assistant County Counsel) shall be treated as one classification (Example: The BOS determines to lay off one Senior Deputy County Counsel. Employee A was hired by the department 50 months ago as a Senior Deputy County Counsel; Employee A would have 50 longevity retention points. Employee B was hired as a Deputy County Counsel 60 months ago and was promoted to Senior Deputy County Counsel 12 months ago. Employee B would now have 60 longevity retention points as a Senior Deputy

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County Counsel). Assuming there had been no disciplinary actions or unpaid leaves

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Employee A would be subject to lay-off or demotion from Senior Deputy County Counsel before Employee B.

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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); the scores on any evaluations done within the preceding three years, and any disciplinary actions, including letters of reprimand, notwithstanding the sunset provision contained above in Section C.

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F. Volunteers for Layoff -- An employee who occupies a class 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.

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#### Section 4. Layoff Privileges

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

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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 lower classification who has fewer retention points, whether or not the affected employee was previously employed in that lower classification. (Example: the Board determines to lay off a Senior Deputy County Counsel. Employee A, the Senior Deputy County Counsel with the fewest retention points, has 50 points. Employee A may elect to displace a Deputy County Counsel who has 49 points or fewer, even if Employee A was initially hired as a Senior Deputy County Counsel and never served as a Deputy County Counsel). -- Displacement in lieu of lay off is considered a voluntary demotion.

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B. Restoration -- Restoration shall be in inverse order of layoff. Names of employees with permanent status who have been laid off will be placed on an appropriate restoration list for their classification and department in order of Retention Points accumulated in the respective classification. The list will extend for a period of two (2) years from the date of layoff. Employees shall also have restoration rights to a

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classification which has been replaced by a reclassification of the classification which the person previously held permanent status, provided that the duties have remained essentially the same.

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This list shall be maintained in the Human Resources Department. This includes

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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. Aff.

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A person notified of an offer of restoration must respond within ten (10) working days from the mailing date. Offers of restoration 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 insure that a current address is provided to the County Human Resources Department.

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C. ~~Transfer and Demotion~~ – Employees to be laid off may be permitted to transfer or demote at the discretion of the appropriate Department Head(s) prior to the layoff effective date. Transfer or demotion may be made to any funded vacant position where the 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 the Article and is required by the Department Head to complete a new probationary period, which results in his/her rejection during probation, he/she shall not be required to forfeit his status on any layoff list.

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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 a vacant position shall be offered based upon the inverse order of layoff. The new appointing authority shall have up to ninety (90) days to evaluate the employee's performance. If the appointing authority determines that the employee's performance does not meet job standard, 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.

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

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.

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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 by the appeal.

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2nd, and if necessary, 3rd neutral in lieu of the failure of either or both parties to provide an available representative.

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b. 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.

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#### E. Hearing Process

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1. 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.

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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.

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## Section 2. Informal Discussion

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Every effort should be made to settle grievances, performance issues and related disputes at the lowest level of supervision possible. If an employee has a complaint relating to a work situation, the employee is encouraged to request a meeting with his/her immediate supervisor and may seek assistance from a shop steward and/or labor representative to discuss the problem in an effort to clarify the issue and to work cooperatively toward settlement.

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## Section 3. Scope Of Grievances

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A. A grievance is a claimed violation, ~~misapplication~~ or ~~misapplication~~ or misinterpretation of the provisions of a ~~Memorandum of Understanding~~ 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.

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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, Harassment, and Retaliation".
3. Appeals of the Layoff and Demotion Procedures upon Reduction in Force Articles and Policies, which fall under the appeal process contained within that policy.
4. Appeals of disciplinary actions resulting in termination, demotion or suspensions without pay. Such appeals shall be processed pursuant to the County's 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.

#### Section 4. Definitions

A. 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 unit represented by ~~EDCOCCA~~the Association.

B. Working Day - Shall mean day(s) in which the County's main ~~administration~~officeadministration 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.

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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 Department Head or ~~designated manager~~designee. The grievance shall describe the issue and identify the Article of the ~~Memorandum of Understanding~~MOU or section of written policy, rule, resolution or ordinance that the employee feels has been violated as well as the requested remedy.

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2. ~~The Department Head or designated manager~~ shall investigate the grievance.

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~~The Department Head or designee~~~~designated manager's~~ investigation should include a meeting with the grievant and their representative. The Department Head or ~~designated manager~~designee shall respond to the grievance in writing within ten (10) working days of receipt of the grievance. The Department Head shall sign the response to the grievance.

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3. ~~If the Department Head or designated designee~~ manager's written response does not resolve the grievance, the grievant, within five working days, shall submit the grievance to the Human Resources Director or his/her designee. The Human Resources Director's designee shall not be from the same Department(s) where the grievance arose.

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

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B. Association Initiated Grievance

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

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2. ~~The Human Resources Director or designee~~ shall investigate the grievance and shall issue a written response to the grievance within twenty (20) working days.

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Section 6. Arbitration

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A. ~~If the Human Resources Director's or designee's~~ written response to either an employee- or Association initiated grievance fails to resolve the grievance, the

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Association may submit the grievance to arbitration for resolution. The decision of the arbitrator is final and binding on all parties, subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.

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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 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 MOU.

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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.

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## **Section 7. Basic Rules**

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

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B. ~~Time Limits~~ – If a grievant or the Association 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.

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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.

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E. ~~Release Time~~ – The grievant may take reasonable County time without loss of pay to prepare his/her grievance and meet with County representatives regarding

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the grievance.

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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.

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**ARTICLE 18. RENEGOTIATIONS**

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**Section 1. Successor Agreement**

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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 MOU absent mutual agreement to the contrary.

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**Section 2. Notification Of Representative**

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

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**Section 3. Negotiations During Work Hours**

~~EDCDCCA Association~~ representatives, not to exceed three (3) in number, shall be granted ~~reasonable time~~ 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, schedule court appearances or emergency callback).

**ARTICLE 19. PEACEFUL PERFORMANCE**

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A.—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, slow-down 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 or the bargaining unit, the County shall not be required to negotiate on the merits of any dispute that may have given rise to such work stoppage until said work stoppage has ceased.

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In the event of any work stoppage during the term of this, 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, 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 discharge, any employee who instigates, participates in, or gives leadership to any

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work stoppage activity herein prohibited, and the County shall have the right to seek full legal redress, including damages, against any such employee.

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**Section 1. Job Actions – Sick-Outs**

Variance from Personnel Rule 1404 - 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 functions, the CAO or designee 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.

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

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

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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.

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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

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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.

~~B. Job Action- Sick Outs. Amending Resolution 227-84, Section 304,~~

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

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~~1. The Department Heads of the departments specified in the CAO declaration shall require that each employee who is unable to report for duty due to illness or~~

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~~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 and certify that the physician has recommended that the employee be excused from work for~~

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~~medical reasons, and the specific number of days of the recommended excuse. Such medical verification shall be provided to the Department Head within three (3) working days of the employee's return to work,~~

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~~2. The employee shall also provide a sworn affidavit justifying their claim of sick leave. The form of affidavit shall be provided to the employee by the Department Head upon their return to work. Each request for sick leave time will be~~

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~~evaluated individually at the time required documentation is received,~~

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~~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.~~

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

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~~by which the employee involved shall provide assurance of the existence of facts~~

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~~that are adequate as a basis for proper use of sick leave.~~

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**ARTICLE 20. FULL UNDERSTANDING, MODIFICATION, WAIVER**

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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 rights 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.

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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.

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**ARTICLE 21. SEVERABILITY**

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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.

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**ARTICLE 22. ECONOMIC HARDSHIP**

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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 regarding future increases in compensation if a financial shortfall in the County budget has occurred that has caused the Board of Supervisors to actually reopen negotiations with other employee groups negotiated MOUs or adopted Salary and Benefit Resolution, except with respect to any salaries governed by Section 504 of the El Dorado County Charter the County Personnel Rules. Any notice provided

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subject to this section must include evidence demonstrating the basis for the claim of hardship.

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### ARTICLE 23. DRUG FREE WORK PLACE

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

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~~IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by affixing their signatures below.~~

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In witness whereof, the parties hereto have caused this Memorandum of

Understanding to be executed by affixing their signatures below.

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COUNTY OF EL DORADO  
EL Dorado County Deputy County  
Counsel

COUNTY OF EL DORADO

Jack Hughes  
David Livingston  
Liebert, Cassady, Whitmore  
President  
Lead Negotiator for the County

Date


Date

  
Director of Human Resources

Date: 6/4/2012

Bobbi Bennett  
Michael  
Ciccozzi  
Human Resources Manager  
Deputy County Counsel

Norma Santiago, Chairman  
Janeth San Pedro  
Board of Supervisors  
Deputy County Counsel

  
John R. Knight, Chair  
Board of Supervisors

Date 6/19/12

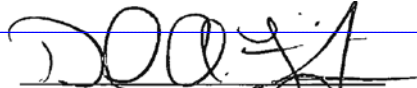
ATTEST: Terri Daly,  
Acting Clerk of the Board of  
Supervisors

Date **By 4 }**  
ATTEST: James S. Mitrison,  
Clerk of the Board of Supervisors

Dep-ty  
Clerk

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EL-  
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ASSOCIATI  
ON

  
David Livingston, President

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Attachment A Letter of Agreement

See attached document.

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Attachment B Salary Schedule

DCCA Salary Table

	Step 1	Step2	Step3	Step 4	Step5
Associate County Counsel	39,336.817	41,307,159	43,377,517	45,547,894	47,828,289
Deputy County Counsel	46,468,053	48,788,455	51,228,878	53,789,322	56,479,788
Senior Deputy County Counsel	53,909,343	56,609,811	59,4310,301	62,4010,816	65,5211,357
Principal Assistant County Counsel	55,249,575	58,0010,053	60,9010,556	63,9511,085	67,1511,639

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~~" Effective upon adoption of MOU by the Board of Supervisors.~~

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## ~~DEFINITION OF TERMS~~

~~ALLOCATED POSITION means a position within a classification established by a Personnel Allocation Resolution adopted by the Board of Supervisors, and funded through the County's budget process.~~

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~~APPOINTING AUTHORITY means the Board of Supervisors, with respect to appointed department heads; and Department Heads, with respect to employees within their departments.~~

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~~CLASSIFIED SERVICE means all allocated and classified positions to which appointments are made through a competitive process and in which an employee can achieve permanent (civil service) status in the classification. Positions in the classified service are subject to the provisions of the Civil Service Ordinance, Chapter 2.60 of the El Dorado County Code.~~

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

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

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

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

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

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~~EXEMPT EMPLOYEE means an employee who has been designated by the County to be elective, executive, administrative, professional or other category specifically exempted from~~

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~~the overtime pay requirements of the Fair Labor Standards Act and interpretive and administrative regulations.~~

~~EXTRA HELP APPOINTMENT means any of the following:~~

- (1) ~~Emergency appointment: appointment to meet immediate requirements caused by an emergency condition. Emergency appointments are made for the duration of the emergency, but may not exceed thirty days without approval by the Board of Supervisors.~~

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- (2) ~~Temporary appointment: appointment to accomplish a specific project that is limited in duration, is not of a recurring nature, and will not exceed one day less than six months. Successive appointments under this category are prohibited, although the length of the appointment may be extended one time with approval of the GAO.~~
- (3) ~~Recurrent appointment: appointment to maintain adequate coverage of work for short periods of time at frequent intervals, or where employment is of a recurrent nature.~~
- (4) ~~Limited term appointment: appointment to accomplish a specific project that is limited in duration, is not of a recurring nature, and will continue for a period of six months or more. Limited term appointments, unless earlier terminated, terminate automatically at the end of the specific project for which appointment is made.~~

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~~EXTRA HELP EMPLOYEE means a person serving under an extra help appointment. All extra help employees are "at will" employees.~~

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~~FULL TIME EMPLOYEE means a regular employee who is appointed to an allocated position that requires full-time work as specified by the Board of Supervisors.~~

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

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~~HOLIDAYS means those days enumerated in this Resolution.~~

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

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

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~~PART-TIME EMPLOYEE means a regular employee who is appointed to an allocated position that requires less than fulltime work.~~

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

~~PAY STATUS means whenever an employee is at work, absent on a paid holiday, absent~~

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~~on leave with pay, or absent on authorized compensatory time off.~~

~~PERMANENT EMPLOYEE means a regular employee who has successfully completed the probationary period prescribed for a position in the classified service.~~

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~~PERMANENT STATUS means the status achieved by a regular employee who has successfully completed the probationary period specified for a class in the classified service. Permanent status is also referred to as "civil service status."~~

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

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

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~~REGULAR APPOINTMENT means appointment by the appointing authority to an allocated position in the classified service as a result of a competitive recruitment process.~~

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~~REGULAR EMPLOYEE means a person who receives a regular appointment to a position in the classified service, and includes both probationary and post-probationary employees. Extra help and contract employees are not regular employees.~~

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

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~~UNCLASSIFIED SERVICE means those positions identified in Section 502.1 of the El Dorado County Charter as part of the unclassified service; persons serving under an extra help appointment; and any other position placed in the unclassified service by the Board of Supervisors in accordance with the El Dorado County Charter.~~

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

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ATTACHMENT A

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Letter of Agreement Between the County of El Dorado And The DCCA Deputy County Counsel Association

~~Whereas, the memorandum of understanding between the El Dorado County (County) and the Deputy County Counsel Association (DCCA), provide for a Retiree Health Contribution as defined in Article 12, Section 4., for those employees hired prior to May 19, 2009, and~~

~~Whereas, the language in Article 12, Section 4. of the agreement states that 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 that provide the total actual or projected cost of the Retiree Health Benefits Contribution Plan shall never exceed 1.2% of Total Payroll Costs during any single fiscal year, and~~

~~Whereas it has been determined that the Retiree Health Contribution will exceed 1.2% of total County payroll costs during the current fiscal year by approximately \$526,000 that was not projected at the beginning of FY2010-11 due to unanticipated layoffs and increases in retirees who accepted early retirement incentives that reduced total payroll costs, and~~

~~Whereas, under the current Memorandum of Understanding and the Health Benefits Contribution Plan Document, the County would be required to reduce the County's contribution by approximately 42% with a resultant increase to the Retiree contribution, and~~

~~Whereas, it has been determined by the County Board of Supervisors that an immediate 42% reduction in the County Health Benefits Retiree Contribution would be detrimental to the current retirees and the terms of the MOU and the Retiree Health Benefits Contribution Plan are ambiguous as to the definition of total payroll costs, and,~~

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~~Whereas the County Board of Supervisors has decided to continue to pay the contribution rates currently in effect through June 30, 2011, and to fund the County Contributions that exceed the 1.2% cap for FY2010-11 only, from the Retiree Health Benefits Contribution Fund, on a one time only basis, and, effective July 1, 2011 the Retiree Health Benefits Contribution Cap (1.2%) shall be calculated and the County contribution rate shall be adjusted to meet the calculated cap, therefore,~~

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~~This Letter of Agreement (LOA) is to memorialize the agreement reached between the County of El Dorado (County) and the El Dorado County Deputy County Counsel Association (DCCA), through their duly authorized representatives.~~

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~~The parties agree to amend the plan document to define Total Payroll Costs for FY 2011-12 as, "the Chief Administrative Officer's best estimate available at the time of rate calculation for the May, 2011 open enrollment period, of the total annual cost to all County Departments to be included in the Reconunended Budget, for those employee salaries and benefits which, as computed using the system in effect during the year 2000, included all "Class 30" expenses with the following exceptions: the costs of temporary employees, health benefits, health benefit contributions, and overtime".~~

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~~The parties agree to further amend the plan document to define Total Payroll Costs for FY 2012-13 and subsequent fiscal years as, "the total annual cost to all County Departments as set forth in the Reconunended Budget for those employee salaries and benefits which, as computed using the system in effect during the year 2000, included all "class 30" expenses with the following exceptions: the costs of temporary employees, health benefits, health benefit contributions, and overtime".~~

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~~The parties understand the Retiree Health Contribution rates will be recalculated annually on a calendar year basis effective January 1 of each calendar year.~~

Chairman, Board of Supervisors

  
Ray Nutting, Chair

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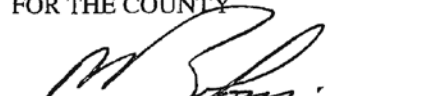
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FOR THE COUNTY

  
Allyn Bulzoni  
Director of Human Resources

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

FOR THE UNION

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By:

  
David Livingston, President  
Deputy County Counsel Assoc.

~~DATE: 10/20/2011~~

DATE:

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