

# MEMORANDUM OF UNDERSTANDING

Between

The County of El Dorado

And

Operating Engineers Local Union No. 3

Trades ~~&~~ and Crafts Bargaining Unit

~~August 9~~ January 1, 2011-2014 - December ~~31~~ 30,  
2013 2016



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**MEMORANDUM OF UNDERSTANDING**  
**Between the County of El Dorado and the**  
**Trades and Crafts Bargaining Unit**

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**ARTICLE 1. ~~1.~~ TERMS AND CONDITIONS**

Operating Engineers Local #3 AFL-CIO (herein referenced to as "Union") and representatives of the County of El Dorado (herein referenced to as "County") have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the Trades and Crafts bargaining unit, have exchanged freely information, opinions and proposals and have reached mutual agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

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

~~This Memorandum of Understanding has been presented by the Union to the employees in the Trades & Crafts bargaining unit for ratification by said employees, and is now presented to the Board of Supervisors, as the joint recommendations of the undersigned. This MOU shall become of full force and effect upon approval and adoption by the Board of Supervisors through December 31, 2013~~2016~~. For the period August 11, 2009 until adoption by the Board of Supervisors of the Memorandum of Understanding, the County and Union have been operating under an imposed Modified Last Best and Final Offer.~~

This MOU cancels all previous agreements and shall supersede any policies, practices or ordinance provisions with which it may be in conflict. Nothing contained herein shall be applied on a retroactive basis unless specifically stated.

**ARTICLE 2. ~~2.~~ AUTHORIZED AGENTS AND RECOGNITION**

**Section 1. ~~1.~~ Authorized Agents**

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

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

Operating Engineers  
Business Representative  
Operating Engineers Local Union #3  
3920 Lennane Drive  
Sacramento, CA 95834

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

## **Section 2. ~~\_\_\_~~-Recognition**

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

## **ARTICLE 3. ~~\_\_\_~~-COUNTY RIGHTS**

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

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

## **ARTICLE 4. ~~UNION RIGHTS~~**

### **Section 1. ~~Payroll Deductions~~**

A. The Union may have the regular dues and insurance plans and Credit Union deductions of its members within the Trades and Crafts bargaining unit deducted from employees' paychecks under procedures prescribed by ~~the County Auditor/Controller~~. Employees desirous of such deductions must sign and submit an Employee Payroll Deduction Authorization (PDA) card for each type of deduction. Employees are also entitled to revoke or alter such deductions by filing another signed payroll deduction card with the appropriate instructions affixed thereon. Deductions authorized in the above manner will be accumulated and forwarded on a regular basis to the authorized payees. Nothing herein shall prohibit the County from placing reasonable limits as to the number of payees or deductions per employee for the purpose of efficient administration of the payroll system. All duly authorized PDA's will be processed promptly.

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

B. The Union shall indemnify, defend and hold the County harmless against any claims made, and against any suit instituted against the County on account of deduction of dues as provided in the Section. In addition, the union shall refund to the County any amounts paid to it in error upon presentation of supporting evidence.

### **Section 2. ~~Maintenance of Membership-Trades and Crafts (TC) Bargaining Unit~~**

Except as specified in the Article 4, Section 3.G., an employee in the TC Bargaining Unit who has a dues deduction on file with the Auditor-Controller may not discontinue the employee's dues deduction during the term of this MOU.

### **Section 3. ~~Fair Share Fees~~**

A. Scope of Coverage

The County of El Dorado (hereinafter known as "the County") and the Operating Engineers, Local Union #3, (hereinafter known as Union) have entered into a Fair Share Fee Agreement (hereinafter known as "the Agreement") for employees in the Trades and Crafts

(TC) Bargaining Unit as authorized by Government Code 3502.5.

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

The Fair Share Fee provision shall be effective the first full pay period following the adoption of this MOU by the Board of Supervisors and shall extend through the term of this ~~Agreement~~ MOU as permitted by law. Absent agreement on a successor MOU, and upon conclusion of the designated term of this ~~Agreement~~ MOU, the parties may, in writing, extend the Fair Share Fee provision. Absent written agreement, this Article 4, Section 3, shall expire on December 31, 2013, with action by the Board of Supervisors or on another date mutually agreed to by the parties in writing.

B. ~~Local Union #3~~ Responsibilities

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

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

- ~~i.~~ i. American Red Cross
- ~~ii.~~ ii. Salvation Army
- ~~iii.~~ iii. Cancer Society

The employee shall have, on a biweekly basis, a payroll deduction of Union dues, fair

share fees or charitable contribution.

#### C. Separation From Unit

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

#### D. Compliance

An employee in or hired into, a job classification in the General or Professional Unit represented by Local #3the Union shall be provided with an Employee Authorization for Payroll Deduction form by Local #3the Union. If the form authorizing payroll deduction for Local #3the Union dues, fair share fees, initiation fee, or charitable contribution is not returned to Local #3the Union within thirty (30) calendar days after notice of this fair share and initiation fee, Local #3the Union may, in writing, direct that the County withhold the fair share fee and the initiation fee from the employee's salary, in which case the employee's biweekly salary shall be reduced by an amount equal to the fair share and initiation fees, and the County shall pay an equal amount to Local #3the Union.

#### E. Forfeiture of Deductions

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

#### F. Withdrawal From Union

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

#### G. Advance Notice of Fair Shares Fees, Fair Share Fee Explanation and Right to Challenge

No fair share service fee shall be collected from any employee who is not paying dues or a fair share fee until the employee has received written notice from Local #3the Union, which includes legally adequate information concerning the breakdown of "chargeable" and "nonchargeable" expenses as referenced in Article 4. Section 3.B.2 above. A prompt opportunity, as provided below, shall be established by Local #3the Union for challenge of the amount of the fee before an impartial arbitrator. An escrow account shall be set up by Operating Engineers, Local #3the Union for the amounts in dispute while such challenges are pending. Specifically, such notice shall, at a minimum, include a Fair Share Fee Explanation and Notice of Right to Challenge as follows:

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

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

Should ~~Local #3~~the Union fail to post the required annual Fair Share Fee Explanation and Notice of Right to Challenge set forth above within sixty ( 60) days after the end of the Operating Engineers, ~~Local #3~~the Union fiscal year, the County shall have the right to give ~~Local #3~~the Union two pay periods notice to provide the required notice. If ~~Local #3~~the Union fails to provide the required notice by the expiration of the two pay periods, then the County shall make no further payroll deductions for fair share fees until such time as ~~Local #3~~the Union provides the required notice.

#### I. Hold Harmless

The authorization for payroll deductions described in this ~~Agreement~~MOU shall specifically require the employee and ~~Local #3~~the Union -to agree to hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.

~~Local #3~~The Union shall defend, indemnify and hold harmless, release and save the County and its agents and employees against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the County under this ~~Agreement~~MOU. This includes but is not limited to the collection and procedures for collection of fair share fees and reasonable cost of County's attorney fees and costs, along with reasonable cost of management preparations time as well.

#### J. Financial Report

Operating Engineers, ~~Local #3~~Union shall keep adequate itemized records of its financial transactions and shall make available annually, to the County and to the employees who

are members of ~~Local #3~~the Union, within 60 days after the end of Operating Engineers, ~~Local #3~~the Union's fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by Operating Engineers, ~~Local #3~~the Union's President and Treasurer, or by a Certified Public Accountant.

Failure to provide such a report within sixty (60) days after the end of the Operating Engineers, ~~Local #3~~the Union's fiscal year shall result in the termination of all fair share fee deductions without jeopardy to any employee, until said report is filed.

Employees who fail to provide ~~Local #3~~the Union with a correct mailing address or who fail to notify ~~Local #3~~the Union of changes in their mailing address and who because of such failure do not receive this required notice shall be entitled to such notice only upon contacting ~~Local #3~~the Union to request such notice.

#### K. Rescind Fair Share Fee

This section may be rescinded by a majority vote of the employees in a bargaining unit in accordance with the provisions of Government Code Section 3502.5(b).

### Section 4.     —Communications with Employees

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

The designated representative of the Union shall     —give notice to the ~~Department Head or his/her designee~~Human Resources Director or designee when contacting departmental employees during the duty period of employees, provided that solicitation for membership or other internal employee organization business shall be conducted only during the non-duty hours of all employees concerned. Non-duty hours are defined as before or after work, lunch periods and rest break periods.

## Section 5.     —Use of County Buildings

County buildings and other facilities shall be made available for use of the Union or its representatives in accordance with such administrative procedures as may be established by the Chief Administrative Officer or Department Heads concerned.

## Section 6.     —Advance Notice

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

## Section 7.     —Release Time

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

## ~~ARTICLE 5. NON-DISCRIMINATION~~

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

## **ARTICLE 65.—WAGES AND OTHER RELATED ISSUES**

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

B. The base wages for Trades and Crafts represented classifications will be increased by 18% during the term of the MOU as follows:

### Cost of Living Adjustments

2014: 2% effective the pay period including January 1, 2014.

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

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

### Equity Adjustments

2014: 3% effective the pay period including January 1, 2014.

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

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

### CalPERS Liability Transfer

2014: The employees in Tier 1 and Tier 2 retirement plans shall pay the full 7% employee CalPERS contribution effective the fourth full pay period following Board of Supervisors adoption of the MOU. As an off set, all employees in the Union shall receive an additional 3% base wage increase.

### **Section 1. Salary Status Upon Reemployment**

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

## ARTICLE ~~76.~~ 76. DAYS AND HOURS OF WORK, PREMIUMS & ~~AND~~ BONUSES

### Section 1.        Work Schedule

- A. The appointing authority shall fix the hours of work with due regard for the convenience of the public, and the laws of the State and the County, and as the appointing authority determines best serves the County.
- B. The County agrees to assign employees to a regular work schedule. The County may change that schedule at its discretion. The County agrees to give employees a minimum of a five (5) working day advance notice of work schedule changes unless otherwise agreed to by the affected employees. It is agreed that by posting of the "Snow Removal" work schedule shall constitute notice for the entire snow removal season. Employees assigned weekend duty responsibility on the "Snow Removal" schedule will not be entitled to on-call pay. ~~When called in, however, they will work and receive equivalent time off in one-half day increments.~~
- C. The Transportation ~~Department~~ Division may authorize a 4/10 or a 9/80 work schedule during the summer months for road, mechanic and related crews. The Transportation ~~Department~~ Division may cancel such work schedule by giving the employees thirty (30) ~~days notice~~ days' notice unless otherwise agreed to in writing by the affected employees. The Transportation ~~Department~~ Division agrees to continue employees assigned to a night shift for the entire work week unless otherwise agreed to in writing by the affected employee(s), or due to circumstances in which the department believes it is reasonable to assign the employee back to day shift during the week.
- D. Employees shall be allowed rest periods of fifteen (15) minutes during each four (4) consecutive hours of work. Such rest periods shall be scheduled in accordance with the requirements of the individual department but shall generally occur near the middle of each four (4) hour shift. Rest period are not accumulative and if not taken during the four (4) hour shift, are lost. Rest periods if not taken are lost and may not be accumulated to extend lunch hours or to shorten the work day. Neither shall any additional pay accrue to an employee who misses or loses a rest period.

Employees will be allowed a meal period of not less than thirty (30) minutes, nor more than one (1) hour, scheduled approximately at the middle of a full work shift in accordance with ~~Section 311 of Resolution No. 227-84, El Dorado County's~~ County's Personnel Rules. ~~Compensation Administration Resolution.~~

- E. In no case may an employee's work schedule be changed during the work week when the purpose of such change is to avoid overtime compensation, unless agreed to in writing by the employee. An email may serve as written notice.
- F. Notwithstanding B. and C, above, the Chief Administrative Officer, at his/her discretion, and upon recommendation of the Department Head, may approve an alternative work schedule on a trial basis. Alternative work schedules proposed by the Union shall be submitted to the Department Head and the Chief Administrative

Officer. ~~—~~ Department initiated alternative work schedules shall be submitted to the Union. ~~—~~ Upon request by the Union, management shall discuss any proposed alternative work schedules before reaching a decision on implementation. Decisions on implementation and the reasons therefore shall be communicated to the Union.

## **Section 2. ~~—~~ Overtime**

### **A. ~~A.~~ Authorization**

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

### **B. ~~B.~~ Definition**

~~—~~ Overtime shall be defined as any authorized time worked beyond forty (40) hours in one work week. "Time worked" shall not be defined to include administrative leave, vacation, compensatory time off and sick leave, except as provided otherwise in this ~~Agreement~~ MOU. Effective the first full pay period following adoption of this MOU by the Board of Supervisors, holidays will be included in the calculation of "time worked".

### **C. ~~C.~~ Compensation**

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

### **D. ~~D.~~ Accumulation and Use of Compensatory Time Off**

The maximum accumulation of Compensating Time Off (CTO) ~~shall be 150 hours. The CTO maximum accumulation shall be 160 hours for the South Lake Tahoe Department of Transportation crews only. The maximum accumulation shall increase to is 200 hours. effective the first full pay period following adoption of this MOU by the Board of Supervisors.~~

1. ~~1.~~ Use of accumulated CTO shall be a time mutually agreeable to the Department Head and the employee.

2. ~~2.~~ Employees may cash out compensatory time off at any time subject to the approval of the Department Head.

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

### **E. Other Provisions**

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

### **Section 3.     -On-Call Duty Compensation**

- A. When warranted and in the interest of the County operation, Department Heads or their designee may assign employees to "on-call" status.
- B. "On-call Duty" is an assigned duty outside the normal work week assignment during which an employee must remain where he can be contacted by telephone and he is ready for immediate call-back to his department to perform an essential service.
- C. ~~An employee assigned "on-call duty" shall be compensated at the rate of \$1.20 per hour for each hour of such duty. Animal Control Officers assigned "on-call duty" shall receive \$1.60 per hour for that time after 5:00 p.m. and before 8:00 a.m. Effective the first full pay period following the adoption of this MOU by the Board of Supervisors, the rate shall increase to \$1.60 per hour.~~
- D. Animal Control Officers' response time. Animal Control Officers on "on-call duty" shall have thirty (30) minutes in which to respond to a call back request.
- E. An employee shall not be placed on the list to be contacted for on-call duty if the employee is on an approved vacation or approved sick leave.

### **Section 4.     -Call-Back Compensation**

- A. When an employee returns to work because of a department request made after the employee has completed his/her normal work shift and left the work station, the employee shall be credited with two (2) hours plus any hours of work in excess of two (2) hours in which the employee is continuously engaged in work for which he/she was called back.
- B. An employee on "on-call duty" shall be entitled to the aforementioned two-hour minimum only once during a single on-call period or twice during a weekend on-call period.
- C. There shall be no duplication or pyramiding of rates paid under this section. No employee shall be compensated for "on-call duty" and "call-back duty" simultaneously. —Hours worked on "call-back duty" shall be deducted from the

prescribed "on-call duty" to determine the appropriate on-call pay.

- D. "Call-back" time is overtime and shall be paid in accordance with overtime pay provisions.
- E. The two-hour minimum shall apply only when an employee is required to physically return to work (e.g. leave home or another off duty location) in order to perform required duties. An employee who performs work after regular work hours, but who is not required to leave home, shall be compensated at time and one half pay or compensatory time as per overtime provisions.
- F. Call-back provisions, including the two-hour minimum, shall not apply if an employee is called to work within one hour of their normal starting time. If an employee is called to work within the one hour prior to their normal starting time, they shall be compensated under normal overtime provisions.

## **Section 5.     —Acting Pay Assignments**

When an employee in a permanent position is required to work in a higher classification for which the compensation is greater than that to which the employee is regularly assigned, and the employee works in such assignment for more than 15 work days, the employee shall receive compensation for such work retroactive to the first day of the assignment at the rate of pay established for the higher classification pursuant to ~~Section 206 Salary Promotion of El Dorado County Resolution 227-84, under the following conditions~~ Personnel Rules:

- A. The employee is assigned to a program, service or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule and listed in the County's Authorized Personnel Resolution and such authorized position has become vacant due to the temporary or permanent absence of the position's incumbent. A copy of the Department Head's or designee's written approval of this assignment must be submitted to the Director of Human Resources or designee at the start of the assignment.

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

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

- C. Employees selected for the assignment will normally be expected to meet the

minimum qualifications for the higher classification.

- D. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this agreement.
- E. Higher pay assignments shall not exceed six (6) months except through reauthorization.
- F. If approval is granted for pay for work in a higher classification and the assignment is terminated and later reapproved for the same employee within thirty (30) days, no additional waiting period will be required.
- G. Allowable overtime pay, shift differentials and/or work location differentials will be paid on the basis of the rate of pay for the higher class.
- H. Unit members in the classification of Highway Maintenance Worker II and assigned to the South Lake Tahoe maintenance facility will be considered as working out of class as Maintenance Worker III during the snow season; and having met the above listed provisions, provided: (1) the ~~DOT~~department~~Director~~ designates in writing the beginning and the end of the snow season; and (2) the season shall not extend beyond the normal four-month period, unless agreed in writing by the ~~DOT~~department~~Director~~.

#### **Section 6.     —Tahoe Employment Differential**

Employees whose primary work location is in the Tahoe Basin, in addition to their regular biweekly salary, shall receive a total of ninety-two dollars and thirty cents (\$92.30) biweekly. Employees working 20 hours or less in a week shall receive half of this amount. This differential shall only apply when an eligible employee is in paid status for a majority of their assigned hours in a pay period.

#### **Section 7.     —Longevity Pay**

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

After 10 years	2.5% of base salary
After 15 years	5.0% of base salary *
After 20 years	7.5% of base salary *

Effective the beginning of the first full pay period in January, 2003, longevity pay shall be granted for continuous service with the County as follows:

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

\* Represents total amount of longevity granted; amount shown are not cumulative. Longevity pay increases shall be based upon continuous service with the County in an allocated position and shall be effective on the first day of the biweekly pay period following completion of the required period of service.

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

### **Section 8.     —Shift Differential**

Except as otherwise specified, any regular employee who is assigned to ~~shift work (non-day shift) and actually works between 3 p.m. and prior to 11 p.m.~~ work and actually work the department defined (swing shift) shall receive an additional seventy-five cents (\$.75) per hour over their regular rate of pay for all hours actually worked during this shift.

Except as otherwise specified, any regular employee who is assigned to ~~shift work (non-day shift) and actually works between 11 p.m. and prior to 7 a.m.~~ work and actually work the department defined (graveyard night shift) shall receive an additional one dollar (\$1.00) per hour over their regular rate of pay for all hours actually worked during this shift.

Employees in the ~~Department of~~ Transportation Division: Notwithstanding the above, any employee who actually works between the hours of 6:00 p.m. and 6:00 a.m. shall receive an additional one dollar (\$1.00) per hour over their regular rate of pay for all hours actually worked during this period.

Employees in Custodian Classifications: ~~Notwithstanding the above,~~ Custodian classifications that are assigned and work the department defined swing or night shift shall receive eighty-five cents (\$.85) per hour over their regular rate of pay for all hours actually worked ~~during their shift.~~

Employees may select to work swing shift and night shift opportunities on the basis of their seniority within their job classification in their particular work unit unless the County determines that certain employees should be assigned to the swing shift and/or night shift for job related reasons. The County will determine the term of any swing shift and/or night shift assignments and may periodically call for a new round of shift selection by employees. ~~Except as otherwise specified, any regular employee who is assigned to shift work (non-day shift) and actually works between 11 p.m. and prior to 7 a.m. (graveyard shift) shall receive an additional one dollar (\$1.00) per hour over their regular rate of pay for all hours actually worked during this shift.~~

~~Employees in the Department of Transportation: Notwithstanding the above, any employee who actually works between the hours of 6:00 p.m. and 6:00 a.m. shall receive an additional one dollar (\$1.00) per hour over their regular rate of pay for all hours actually worked during this period.~~

~~Employees in Custodian Classifications: Notwithstanding the above, Custodian classifications shall receive eighty-five cents (\$0.85) per hour over their regular rate of pay for all hours actually worked during their shift.~~

## **Section 9.     —Toxic Chemical Differential**

For ~~Department~~ Division of Transportation employees: Those employees qualified and assigned by the department to apply pesticides/herbicides shall receive a five percent (5%) per hour differential over their regular rate of pay for each hour assigned to apply pesticides/herbicides.

Employees in the Bridge Maintenance Worker classification series who are qualified and assigned by the Department of Transportation to apply High Molecular Weight Methacrylate, polymer concrete coatings and epoxy resins on bridge decks and related surfaces shall receive a five percent (5%) per hour differential over their regular rate of pay for each hour assigned to apply such treatment.

~~General Service e~~Employees certified and assigned by the department to apply pesticides shall receive:

- ~~■~~      5.0% per hour differential over their regular rate of pay for each hour assigned to apply pesticides while possessing a "Qualified Applicators Certificate" (QAC) issued by the State of California, or
- ~~■~~      7.5% per hour differential over their regular rate of pay for each hour assigned to apply pesticides while possessing a "Qualified Applicators License" (QAL) issued by the State of California.

## **ARTICLE ~~87.~~     —ALLOWANCES FOR WORK RELATED EXPENDITURES**

### **Section 1.     —Uniforms and Uniform Allowance**

A. Mechanics and mechanics' helpers shall be provided with five sets of uniforms per week through a laundry service. An extra uniform shall be available for cases when the employee is assigned to work six (6) consecutive days.

- B. The County will provide coveralls for the Transportation paint crew while doing painting or thermo-plastic work. The County shall provide for the periodic cleaning of these coveralls.
- C. The County will pay eleven dollars and fifty-three cents (\$11.53) biweekly for each person who is required to wear a County-prescribed uniform and where the employee must buy and maintain those uniforms. This allowance shall only apply when an eligible employee is in paid status for a majority of his/her assigned hours in a pay period.
- D. For Department of Transportation employees, the County will pay eleven dollars and fifty-three cents (\$11.53) biweekly for each employee who is required to wear a County-provided uniform, and where the employee must maintain those uniforms. This allowance shall only apply when an eligible employee is in paid status for a majority of his/her assigned hours in a pay period.
- E. Animal Control Officers shall receive five hundred dollars (\$500) per year worth of uniforms in lieu of any uniform allowance.

**Section 2.     —Boot Allowance**

Employees with civil service status working in non-custodian job classifications which are required by a Department to wear boots, or other specific footwear for safety, shall receive a boot allowance of three hundred dollars (\$300) once per year on the Pay Period 15 pay day. Employees with civil services status working in Custodian classifications shall receive a boot allowance of one hundred and fifty dollars (\$150) once per year on the Pay Period 15 pay day.

~~For maintenance and/or replacing required boots, the County shall, on the pay days of Pay Periods number 02 and 15 of each year, pay a boot allowance of one hundred dollars (\$100) to eligible employees listed below. Eligible employees are defined as those permanent employees in the classifications listed below who are required by the department to wear boots, and are employed in the classification during Pay Period numbers 01 and 14 of each year. Effective with FY2012-13 payment of the boot allowance shall be made once per year on pay day of pay period 16.~~

Classification

~~Bridge Maintenance Supervisor Bridge Maintenance Worker III Bridge Maintenance Worker I/II Senior Bridge Maintenance Worker  
Traffic Control Maintenance Supervisor Senior Traffic Control Maintenance Worker  
Traffic Control Maintenance Worker III/IV Traffic Control Maintenance Worker I/II  
Highway Maintenance Supervisor  
Senior Highway Maintenance Worker Highway Maintenance Worker III/IV Highway~~

~~Maintenance Worker I/II Equipment Maintenance Supervisor Senior Equipment  
Mechanic Equipment Mechanic I/II/III  
Equipment Mechanic Helper Sr. Fleet Services Technician Fleet Services Technician  
Fleet Services Supervisor  
Building Operations Supervisor Building Operations Technician Senior Building  
Maintenance Worker Building Maintenance Worker I/II Senior Grounds Maintenance  
Worker Waste Management Technician  
Parts Technician  
Grounds Maintenance Worker I/II  
Senior Energy/Weatherization Technician Energy/Weatherization Technician I/II  
Storekeeper/Courier  
Storekeeper I/II  
Solid Waste Technician  
Animal Control Officer I/II  
Senior Animal Control Officer  
Supervising Animal Control Officer~~

~~Eligible employees in the Custodian classifications shall receive a seventy-five dollar (\$75) shoe allowance in pay period number 02 of each year. Eligible employees are those employees in the Custodian classification employed during pay period number 01 of the year.~~

### **Section 3.     —Tool Allowance**

- A. Equipment Mechanics, Mechanics' Helpers, Fleet Service Technicians and Senior Equipment Mechanics who are required to provide their own tools shall receive fifty dollars (\$50) per month as a tool allowance to reimburse them for the purchase of new tools.
- B. Building Operations Technicians who are required to provide their own tools shall receive an annual one hundred and fifty dollars (\$150) tool allowance, payable as seventy five dollars (\$75.00) at pay period 01 and 14 of each year. ~~—Building Maintenance Workers I/II, and Senior Building Maintenance Workers~~ and Building Operation Supervisors who are required to provide their own tools shall receive an annual one-hundred dollar (\$100) tool allowance, payable as fifty dollars (\$50) at pay periods 01 and 14 of each year. Employees in the classifications listed above must be in paid status in the pay period immediately preceding pay period 01 or 14 to receive the tool allowance.

### **Section 4.     —Mileage Reimbursement**

The rate of reimbursement for employees' use of private vehicles on County business shall be the federal rate as determined by the Internal Revenue Service.

### **Section 5.     —Registered Veterinary Technician Registration**

The County shall pay on a bi-annual basis the ~~\$60.00~~ fee for the State of California

Registered Veterinary Technician registration for the Kennel Supervisor.

## Section 6. ~~\_\_\_\_\_~~ Building Inspector Certification Program

A. The County shall ~~continue the~~ provide a certificate ~~compensation~~ program for ~~employees in the Building Inspector class series~~ classifications determined by the Community Development Agency. Possession of the certificate must be related to the employee's job duties. ~~Incumbents~~ Employees in these classifications will be eligible to receive additional compensation for possession of one or more valid certificates as specified below, provided, however, no employee may receive more than two hundred dollars (\$200) per month for possession of any or all of the following certificates on a quarterly basis.

The titles of the certificates as well as the issuing organization and compensation are as follows:

(Dollar amounts represent monthly amounts for certification listed.)

<u>ICC or</u> ICBO	Building Inspector Certificate (\$25.00) or
<u>ICC or</u> ICBO	Combination Inspector Certificate (\$50.00)
<u>ICC or</u> ICBO	Combination Dwelling Inspector Certificate (\$25.00)
<u>ICC or</u> ICBO	Combination Light Commercial Inspector Certificate (\$50.00)
<u>ICC or</u> IFCI	<del>Uniform</del> Fire <del>Code</del> Inspector Certificate (\$25.00)
<u>ICC or</u> CEC	Energy Plans Examiner Certificate (\$25.00)
<u>ICC or</u> ICBO	
<u>or</u> IAPMO	Plumbing Inspector Certificate (\$25.00)
<u>ICC or</u> ICBO	
<u>or</u> IAPMO	Mechanical Inspector Certificate (\$25.00)
<u>ICC or</u> ICBO	Electrical Inspector Certificate (\$25.00)
<u>ICC or</u> ICBO	Plans Examiner Certificate (\$50.00)
<u>ICC or</u> ICBO	Permit Technician (\$25.00)
<u>ICC or</u> CABO	Building Official Certificate (\$75.00)
<u>ICC or</u> ICBO	Reinforced Concrete Special Inspector Cert. (\$25.00)
<u>ICC or</u> ICBO	Pre-stressed Concrete Special Insp. Cert. (\$10.00)
<u>ICC or</u> ICBO	Structural Masonry Special Inspector Cert. (\$25.00)
<u>ICC or</u> ICBO	Structural Steel/Welding Spec. Insp. Cert. (\$25.00)
<u>CASp</u>	<u>Access Specialist (\$50.00)</u>
<u>ICC or</u> ICBO	
<u>or</u> IAPMO	<u>Plumbing Inspector Certificate (\$25.00)</u>
<u>ICC or</u> ICBO	
<u>or</u> IAPMO	<u>Mechanical Inspector Certificate (\$25.00)</u>
<del>CCEC</del> or	
SCACEO or	
<u>CACE</u> or	
AACE or	
<u>SCACEO</u>	Code Enforcement Officer (\$25.00)
<u>ICC or</u> ICBO	= International Conference of Building Officials
IAPMO	= International Assoc. of Plumb. and Mechanical Officials
CABO	= Council of American Building Officials

IFCI	= International Fire Code Institute
CEC	= California Energy Commission
CCEC	= California Code Enforcement Corporation
SCACEO	= Southern California Code Enforcement Officers
AACE	= American Association of Code Enforcement
<u>CASp</u>	<u>= Critical Appraisal Skills Program – Division of State Architect-Granted Certified</u>

- B. Proof of a valid certificate shall be accomplished by providing the actual certificate or an official notification letter from the certifying agency stating that the employee has successfully passed the examination for that certificate. Current employees shall not be eligible for retroactive payment of certification pay but only shall become eligible for the additional compensation effective the first of the month following the month in which acceptable proof is submitted to the County. The department will attach to the Payroll Personnel Form (PPF) a copy of the valid certification or an official notification letter from the certifying agency.
- C. Eligibility for compensation under this program will cease on the date specified on the certificate or upon such date the issuing agency withdraws, decertified or terminates such certificate, unless proof of successful passage of the certification renewal examination is provided to the County. If compensation is terminated for any of the foregoing reasons, eligibility will be reinstated only upon proof of renewal of certification and then only on the first of the month following the month in which the renewal certification is provided.
- D. For the classification of Building Inspector II, employees to be promoted into this classification must possess certification as a Building Inspector issued by the International ~~Conference of Building Officials~~Code Council (ICC).
- E. For the classification of ~~Senior Building Inspector~~Building Inspector III, persons to be promoted into this classification must possess certification as a Plans Examiner within two (2) years of the date of hire as a ~~Senior Building Inspector~~Building Inspector III.

**Section 7.       —DOT Haz-Mat Certification**

Department of Transportation employees required by the Department Head to possess/renew a hazardous material endorsement on their driver’s license will be reimbursed for the additional cost of the endorsement. Employees will be given reasonable time to take the haz-mat endorsement test and renew the endorsement.

**Section 8.       —Mechanics Certification Program**

- A. Employees in the Equipment Mechanic class series will be eligible to receive additional compensation of ten dollars (\$510) per month for possession of one or more valid certificates as specified below, provided, however, that no employee may receive more than one hundred dollars (\$100) per month for possession of any or all of the certificates.

Any one of the eight (8) individual certificates that make up the Master Automobile Technician Certificate issued by the National Institute for Automotive Service Excellence.

A Class A Lamp Adjuster License, issued by the Bureau of Automotive Repair.

A Class A or B Brake Adjuster License, issued by the Bureau of Automotive Repair.

Any of the following certificates that make up the Master Heavy Duty Truck Technician Certificate, issued by the Institute for Automotive Service Excellence:

- T1 Gasoline Engine
- T2 Diesel Engine
- T3 Drive Train
- T4 Brakes
- T5 Steering/Suspension
- T6 Electric Systems

Any of the certificates issued by the American Welding Society for flat, horizontal, vertical or over-head welding.

B. Proof of a valid certificate shall be accomplished by providing the actual certificate or an official notification letter from the certifying agency stating that the employee has successfully passed the examination for that certificate. Current employees shall not be eligible for retroactive payment of certification pay but only shall become eligible for the additional compensation effective the first of the month following the month in which acceptable proof is submitted to the County.

C. Eligibility for compensation under this program will cease on the date specified on the certificate or upon such date the issuing agency withdraws, decertified or terminates such certificate, unless proof of successful passage of the certification renewal examination is provided to the County. If compensation is terminated for any of the foregoing reasons, eligibility will be reinstated only upon proof of renewal of certification and then only on the first of the month following the month in which the renewal certification is provided.

## **Section 9.     —Bilingual Pay**

Pay for use of bilingual skills will be ~~forty dollars (\$40) per pay period~~ one dollar (\$1.00) per hour for all hours in pay status. This differential shall only apply when an eligible employee is in paid status for a majority of their allocated hours in a pay period. Employees on leave without pay are not eligible for this differential.

The bilingual differential shall be paid for bilingual proficiency in Spanish, Sign Language, or any language determined by the Department Head in writing as necessary to provide primary services to the public.

In order to be eligible to receive bilingual pay, the employee must:

A. Demonstrate language proficiency acceptable to the Department Head as certified in writing to the Director of Human Resources, or designee.

B. The County shall adopt a language proficiency testing process to determine employees' qualification to serve as bilingual skill providers. The Human Resources Department shall use a verbal and/or written testing process, depending upon the level of bilingual skill required of the employees to assess employees' bilingual capabilities when possible.

C. Written authorization for an employee to continue to receive a bilingual differential shall be reviewed and renewed annually by the Department Head or designee.

AD. Be certified by the County as possessing the requisite skill in the foreign language required in the assignment; and

BE. Be authorized by the Department Head and required as a regular part of the assignment of duties to converse and/or write in a language other than English.

In order to be eligible to receive such differential, an employee must demonstrate language proficiency acceptable to the Department Head, as certified in writing to the Director of Human Resources or designee. Written authorizations shall be reviewed and renewed annually.

This differential shall only apply when an eligible employee is in paid status for a majority of their allocated hours in a pay period. Employees on leave without pay are not eligible for this differential.

## **Section 10.     —Tuition Reimbursement for Accredited Academic Courses**

### **A. Employee-Requested Courses**

#### 1. ~~4.~~ Applicability ⋮

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

#### 2. ~~2.~~ Requirements for Partial Reimbursement of Tuition:

(a) The requesting employee must be and have been in a regular full-time position in the County for at least ~~two~~ one (~~21~~) years prior to the start of the course in question.

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

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

### 3. Limitations

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

### B. County-Required Training

Education or training required by the County as a condition of continued employment in the employee's present position shall be reimbursable at one hundred percent (100%) or paid directly by the County and shall take place on County time if possible.

## ARTICLE ~~98~~. EMPLOYEE BENEFITS AND RETIREMENT

### Section 1. ~~\_\_\_~~ Medical/Health/Dental

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

1. The County and the Union agree to continue during the terms of the MOU.

to meet and work on long term options for payment of health care costs. For the term of this MOU, the parties agree to implement a standardized cost sharing for the health insurance premium contribution rates, with the County paying 80% of the premium for full-time employees and the employee paying 20% of the premium.

2. Health care coverage is on a calendar year (January 1 – December 31). Rates for the ensuing calendar year shall be effective upon approval by the Board of Supervisors, but no earlier than the pay period containing December 1. Beginning with the 2014 year rates will be unblended.
3. Effective the pay period containing December 1, the contributions shall be per the health plan published rates.
4. The OE3 Trust Health Plan currently offers members two health plan options, Plan A and Plan B. For the term of this MOU, the County will sponsor these plans and will work with OE3 Trust Health Plan to explore and potentially add additional plan options.

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

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Costs for the OE3 Trust Health Plan are determined solely by the OE3 Trust Health Plan administrator.

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

Employees who are hired after the Board of Supervisors have approved the MOU, OE3 Trust Health Plan premium deductions will begin the first pay period after enrollment election made within enrollment time period. Payroll may double deduct premiums in consecutive pay periods based on when employee elects coverage. If enrolled, health insurance benefits will go into effect the first day of the month following hire.

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

employee who is in an allocated position and whose regular work schedule on an ongoing basis is less than 80 hours of work in a pay period.

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6. In order to be eligible for County contribution, other than required by law, a full-time employee must be in pay status, i.e., where the employee is receiving pay from work hours, compensatory time off, vacation or sick leave in accordance with Section 1.A.5. An employee who is receiving worker's compensation, temporary disability shall be eligible for continuation of the County's contribution until such time as eligibility for worker's compensation, temporary disability ceases.

7. An employee who ceases to be eligible for County contributions must pay directly to Risk Management the full amount of employee and County contribution in order to retain benefit coverage under the County-sponsored health/dental benefit plan.

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

~~A. Contributions~~

~~1. Effective July 1, 2011, the county will join the CSAC-EIA EIAHealth Program for the County Self-Funded PPO plan. The health care coverage year will change for all County Health plans from a fiscal year (July-June) to a calendar year (January-December). To effectuate the transition to a calendar year, the County contribution levels to the health plan for employees covered by this MOU shall be effective upon approval of the Board of Supervisors but no earlier than the first pay period containing July 1, 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 pay period containing January 1.~~

~~2. Annually the County shall adjust its contribution to the County's medical/dental plan to 80%. Any remaining cost shall be paid by the employee.~~

<del>County Health Plans – FY2010-2011*</del>			
	<del>Employee Only</del>	<del>Employee Plus One</del>	<del>Employee Plus Two or More</del>
<del>County Contribution</del>	<del>\$305.60</del>	<del>\$569.60</del>	<del>\$779.20</del>
<del>Employee</del>	<del>76.40</del>	<del>142.40</del>	<del>194.80</del>
<del>Total</del>	<del>\$382.00</del>	<del>\$712.00</del>	<del>\$974.00</del>

<del>County Health Plans – July 1, 2011 – December 31, 2011*</del>			
	<del>Employee Only</del>	<del>Employee Plus One</del>	<del>Employee Plus Two or More</del>

County Contribution	\$317.60	\$592.80	\$816.00
Employee	79.40	148.20	204.00
Total	\$397.00	\$741.00	\$1,020.00

\* Contribution levels for County Health Plans are based on 26 pay periods.

The OE3 health plan offers members two options Plan A and Plan B (Kaiser). The OE3 Health Plan pays their premium amounts based on 24 pay periods whereas the County plan is collected over 26 pay periods. The County contribution levels to the OE3 plan are outlined below. The County will contribute actual cost of the OE3 health plans, but not to exceed the County contribution for County health plans effective the first full pay period in July of the health plan year as approved by the Board of Supervisors. The current contributions are indicated below as follows:

OE3 — Health Plan Cost Information — FY2010-2011**			
Plan A	Employee Only	Employee Plus One	Employee Plus Two or More
County Contribution	\$331.07	\$617.07	\$844.13
Employee	15.93	76.43	91.87
Total	\$347.00	\$693.50	\$936.00

OE3 — Health Plan Cost Information — FY2010-2011**			
Kaiser	Employee Only	Employee Plus One	Employee Plus Two or More
County Contribution	\$277.00	\$553.50	\$778.50
Employee			
Total	\$277.00	\$553.50	\$778.50

\*\* Employee deductions for the OE3 health plans are determined solely by the OE3 health plan administrator. Please contact the OE3 office in regard to any questions about employee deductions for the OE3 plan. The first two pay periods of the month are charged; if there are 3 pay periods in the month, the third pay period is not charged.

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

An employee who is eligible for FMLA leave and who is on a County approved medical leave shall be eligible for the County's contribution to health plans for up to an aggregate of 26 pay periods or until the County approved medical leave ceases. An employee who is receiving Workers' Compensation temporary disability shall be eligible for continuation of the County's contribution to health plans until such time as Workers' Compensation temporary disability ceases.

An employee who is receiving pay for less than their scheduled hours as stated above and

~~who ceases to be eligible for County contributions must pay directly to the Risk Management division of the Human Resources Department the full amount of the employee and the County contribution, as prorated below, in order to retain benefit coverage under the County-sponsored Health/Dental benefit plan.~~

<del>Hours in Paid Status</del>	<del>Employer Portion Paid by Employee</del>
<del>64-80</del>	<del>No charge to employee</del>
<del>40-63</del>	<del>25% of Employer Contribution</del>
<del>32-39</del>	<del>50% of Employer Contribution</del>
<del>Less Than 32</del>	<del>100% of Employer Contribution</del>

~~The County will not contribute toward the cost of any other plan.~~

B. County health plan benefits are described in the Specific Health Plan Document. While mention may be made in this MOU of various benefits and provisions of benefit programs, specific details of benefits provided under the County Health/Dental Plan, Life, worker's compensation and long-term disability programs shall be governed solely by the various plan documents or insurance contracts and/or policies maintained by the County.

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

C. ~~B.~~ Part-time Employees

~~-Any part-time employee and dependents who, on September 6, 1991, are being provided with the same benefit contribution as full-time employees, will continue to receive full-time benefit contribution unless and until a successor Agreement is negotiated between the parties, if required. A part-time employee, hired on or after September 7, 1991, whose regular work schedule is more than thirty-two hours (32) hours per pay period shall be eligible to participate in the medical/dental insurance programs on a prorata basis according to the following schedule.~~

- ~~1. 4.—The County shall pay the full County contribution to the medical/dental costs as specified in Article 8, Section 1.A.5. above for a part-time employee whose regular work schedule as documented on the payroll personnel form is between sixty-four (64) to seventy-nine (79) hours per pay period on an ongoing basis; the Employee contribution will be automatically deducted from the biweekly pay check.~~
- ~~2. 2.—The County shall pay seventy-five percent (75%) of the County contribution to the medical/health/dental costs as specified in A. above for a part-time employee whose regular work schedule as documented on the payroll personnel form is forty (40) to sixty-three (63) hours per pay period on an ongoing basis; the remaining 25% of the county contribution plus the Employee contribution will be automatically deducted from the biweekly pay check.~~
- ~~3. 3.—The County shall pay fifty percent (50%) of the County contribution to the medical/health/dental costs as specified in A. above for a part-time employee whose regular work schedule as documented on the payroll personnel form is thirty-two (32)~~

to thirty-nine (39) hours per pay period on an ongoing basis; the remaining fifty percent (50%) of the ~~C~~county ~~c~~ontribution plus ~~the~~ ~~e~~Employee ~~c~~ontribution will be automatically deducted from the biweekly pay check.

4. ~~4.~~—Part-time employees whose regular work schedule is less than thirty-two (32) hours per pay period shall not be eligible for participation in the County medical/health/dental insurance program.

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

Any part-time employee and dependents who, on or before September 6, 1991, are being provided with the same benefit contribution as full-time employees, will continue to receive full-time benefit contribution throughout the term of this MemorandumMOU.

#### D. ~~C~~-Enrollment

- ~~1.~~ 1.—Unit employees may choose the County sponsored Plan or Operating Engineers Local 3OE3 Plan. Employees may enroll themselves and their eligible dependents in accordance with the provision of the Plan. Employees may opt not to be covered by the County sponsored medical/dental plan as allowed/required by law, or the Operating Engineers Local 3OE3 Plan if allowed by law. In such case, neither the County nor the employee shall be required to make the contributions specified in Article 8above, Section 1.A or 1.C -as allowed/required by law.

~~1.2.~~ Open Enrollment Periods will occur once every year in October. During an Open Enrollment Period, eligible employees may enroll themselves and eligible dependents in the County sponsored health plan of their choice.

- ~~2.~~ 2.—~~Open Enrollment — The parties acknowledge that due to the County's intent to join the CSAC-EIA EIAHealth Program, 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.~~

~~Annually, the County and the Union shall meet and confer on the impact of the Patient Protection and Affordable Care Act (Federal Health Care Legislation).~~

#### E. ~~D~~-Terms & Conditions

- ~~1.~~ 1.—County sponsored medical plan coverage starts the first day of the month following employment and ends the last day of the month following termination of

employment. Retirees, at their own expense, may continue to be enrolled in the County sponsored plan ~~or the Operating Engineers Local 3~~

~~2.1. Plan may be eligible for contributions pursuant to Article 8, Section 6.D.-  
Medical 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.

~~3.2. 2~~-The parties agree that the County ~~Medical Health~~/Dental Plan is a Defined Benefit Plan, and that the County is required to provide the specified benefits during the term of this MOU regardless of the level of contribution by the County and its employees.

~~3. 3~~—The County will provide a vision care component for employees and their dependents that are enrolled in a County ~~Medical Health~~/Dental Plan.

~~4. The County agrees to provide an IRC 125 Plan for employees covered by this MOU who are in a County sponsored health plan for the sole purpose of providing for employee paid health plan contributions to be paid though the IRC 125 account.~~

~~4.~~

~~F. 4.— Effective January 1, 1992, for employees in the County Medical/Dental Plan, the County shall improve the employee physical exam benefit to \$150 and shall extend this benefit to the employee's spouse.~~

~~G.~~

~~H. 5. While mention may be made in this Memorandum of various benefits and provisions of benefit programs, specific details of benefits provided under the County Medical/Dental Plan, Life, Worker's Compensation and Long-Term Disability Programs shall be governed solely by the various plan documents or insurance contracts and/or policies maintained by the County.~~

~~I.~~

~~J.F. E.—Continuation of ~~Medical Health~~/Dental Plan - Military Call-Up~~

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

~~Such continuation of coverage is contingent upon being allowed under the respective health care plan of the employee.~~

The County shall continue the same level of its contributions for the employee absent on military leave and that employee's dependents as would apply to other employees in the same classification and bargaining unit. The employee will be responsible for any contribution toward dependent coverage specified in the MOU. ~~—Pursuant to these~~

provisions, the employee absent on military leave shall not be required to use accumulated paid leave in order to be eligible for continuation of coverage and the county's contribution to the medical/health/dental plan.

Prior to being considered eligible for continued coverage under these provisions an employee shall be required to provide documentary evidence, satisfactory to the County, of the employee's active duty status and shall also be required to notify the County in writing within ten (10) days of the employee's return to inactive duty status. Upon the employee's discharge from active duty status, the standard provisions of Article 10-8 of this MOU shall apply with full force and effect.

### G. Patient Protection and Affordable Care Act

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

## **Section 2. Life Insurance**

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

## **Section 3. Long Term Disability (LTD)**

The County shall provide a ~~Long Term Disability~~LTD Insurance Plan with a maximum LTD benefit of three thousand (\$3,000)/month for eligible employees.

## **Section 4. State Disability Insurance (SDI)**

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

## **Section 5. Injury or Illness Leave**

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

A. When an employee is off work due to an illness or injury, the County will work with the

Union to offer a plan that allows for crediting of service time to the extent possible under the law and CalPERS rules. The parties understand that employees; use of their accrued time, i.e., sick leave, vacation, etc., counts as service credits for CalPERS purposes.

B. Family Medical Leave Act (FMLA) and California Family Medical Rights Act (CFRA) leave shall begin to count towards an employee's twelve (12) week entitlement from the first day of the FMLA/CFRA qualifying event, with notice to the employee. All terms and conditions of the FMLA/CFRA shall apply.

C. Employees off work due to a medical leave of absence shall be required to use accumulated sick leave, which may include being integrated with SDI, LTD, worker's compensation, etc., if necessary, before going on any other County paid or unpaid leave. Employees may elect to "bank" up to eighty (80) hours of their sick leave for use upon their return to work.

D. Employees will be allowed to use accumulated vacation, compensatory time off, etc., during a medical leave. For employees who are off work and eligible for FMLA, the County will continue its health insurance contribution, as defined in Article 9, Section 1, on the employee's behalf (employees will be responsible for their portion), up to the time of the employee's separation from County service.

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

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

E. The County will conduct periodic assessments of the status of an employee on medical leave. Assessments will be conducted at thirty (30) days of leave (or ninety 90 days of limited duty) and at least every ninety (90) days thereafter. The employee will be provided with the opportunity to provide input into the assessment.

F. At any point the medical condition of an employee appears to be permanent, long term, of uncertain duration or likely to preclude the employee's ability to return to work, the County will move to separate the employee and, if appropriate, make application to CalPERS for a disability retirement on behalf of the employee who is eligible for a CalPERS disability retirement. If an employee is not eligible for CalPERS retirement,

then the County will move to refer the employee to LTD. Notwithstanding Article 9, Section 3.E., payment for unused sick leave, employees medically separated under disability retirement shall be paid all of their unused accrued sick leave. If an employee is denied disability under CalPERS or LTD, the employee will return to work.

G. The County and OE3 Unit agree to encourage employees on medical leaves to return to work as soon as possible in a “light duty or “modified duty” capacity if possible.

## **Section 56. Employee Assistance Program**

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

~~The County agrees to implement an IRC 125 Plan as soon as possible for employees in the Operating Engineers Health Plan in order to provide the tax advantages to the employees in that Plan for the premiums that they pay.~~

## **Section 67. Retirement Issues**

### A. CalPERS Retirement Plans

1. Tier 1 - Retirement benefits for employees hired prior to October 5, 2012, shall be calculated using the retirement formula of 2% @ 55 with Single-Highest Year Final Compensation.
2. Tier 2 - Retirement benefits for employees hired on or after October 5, 2012 shall be calculated using the retirement formula of 2% @ 60, with Average of Three-Year Final Compensation.
3. Tier 3 - Effective January 1, 2013, new members to the CalPERS system shall have retirement benefits calculated using the retirement formula of 2% at age 62, with Average of Three-Year Final Compensation.

### B. CalPERS Contribution

1. Effective the third full pay period following adoption of the MOU by the Board of Supervisors, employees in Tier 1 and 2 will pay 7% of the CalPERS employee contribution.
2. Employees in Tier 3 pay 50% of normal cost of their pension.

~~A. Effective the first full pay period following adoption of the MOU by the Board of~~

~~Supervisors, the County will pay 4% of the employee's 7% PERS contribution and the employee will pay 3%.~~

~~B. New Employee PERS Contributions - Notwithstanding Article 9, Section 6.A. above, new employees hired on or after November 12, 1994 shall pay the full 7.0% employee share of PERS contribution for the first twenty-six (26) pay periods of employment; the County will pay 3.5% of the employee's contribution to PERS from the twenty-seventh (27<sup>th</sup>) to fifty-second (52<sup>nd</sup>) pay period of continuous County service. Beginning with the fifty-third (53<sup>rd</sup>) pay period of continuous County service, the County will pay 4.0% of the employee's PERS contribution.~~

~~Effective the first pay period following adoption of this MOU by the Board of Supervisors new employees hired on or after the effective date of this MOU shall pay the full 7% employee share of PERS employee contribution for the first five years of employment, or hundred 130 pay periods. Effective the first pay period of the sixth year of continuous employment, or pay period 13, the County will pay 4% of the employee's PERS contribution and the employee will pay 3% of the employee's PERS contribution.~~

~~Following adoption of this MOU by the Board of Supervisors, or as soon as feasible, the County will amend its contract with PERS to provide 2% @ 60 retirement formula with Three Year Final Compensation, applicable to all newly hired employees after the date of the PERS Contract Amendment.~~

~~Employees hired prior to the effective date of the amendment to the CalPERS contract shall retain the 2% @ 55, highest one year final compensation miscellaneous retirement.~~

C. 1959 Survivors Benefits: The County will provide 1959 Survivors Benefits, Level 3, pursuant to Government Code Section 21573. Each employee shall contribute 93 cents (\$.93) per pay period as required by CalPERS regulations.

D. Retiree Health Contribution Coverage - ~~Effective January 1, 2001 and subject to the provisions of the Retiree Health Benefits Contribution Plan Document, an employee who retires from County service after July 1, 1999, For all employees hired before January 1, 2009~~ and who ~~has~~ have attained a cumulative total completed years of service (excluding extra help service and provisional) with El Dorado County as specified below, shall be entitled to the percentage monthly contribution of the "employee only" medical coverage Blue Shield rate (strictly health and not to include dental or vision) at retirement toward a County-Sponsored Health Plan as follows:

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

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

County contributions for all bargaining units under this program shall not exceed

1.2% of total County payroll costs during any given fiscal year pursuant to the provisions of the Retiree Health Benefits Contribution Plan Document. Retiree health contribution rates will be recalculated annually on a calendar year basis effective January 1 of each calendar year.

~~In lieu of the above and until July 1, 2003, retiring employees with twenty or more years of service with the County of El Dorado shall have a one-time irrevocable option to elect four years of contributions towards a County-Sponsored Health Plan or Alternate County-Sponsored Health Plan paid at the Blue Shield employee-only rate in which the retiree is otherwise eligible to enroll. Retired employees have the option to include eligible dependents at additional cost.~~

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

This Section D, titled Retiree Health Insurance coverage, as stated above, shall be discontinued for all newly hired employees, effective the first full pay period after August 11, 2009.

The County and Union agree to work together to develop an employee funded Retiree Health Account Program.

## **ARTICLE ~~109.~~ PAID LEAVES**

### **Section 1.        Holidays**

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

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

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

## B. Floating Holidays

### ~~\* Floating Holidays – In Lieu of Lincoln's Birthday and Columbus Day~~

Regular employees shall be entitled to up to sixteen (16) hours of floating holiday time which include Lincoln's Birthday February 12 and Columbus Day, the second Monday in October. This time will be credited in pay period 01 of each year; hours of floating holiday time for newly hired employees will be pro-rated upon date of hire. Floating holidays shall be taken at a time agreeable to both the employee and the appointing authority. Part-time employees shall receive this floating holiday time on a pro-rated basis.

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

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

~~1. 4.~~ If an employee works a nonstandard (rather than Monday through Friday) work schedule, their first day off shall be treated as if it was a Saturday and their second day off as if it was a Sunday.

~~1.2.~~ ~~2.~~ It is the intent of this section to give all employees the same number of days off (thirteen (13) eight (8) hour days) with pay for holidays.

~~2.3.~~ ~~3.~~ A holiday falling on an employee's day off will not be counted as hours worked for purposes of overtime.

D. ~~C.~~ If a full-time or part-time employee is required to work on a holiday, the employee shall be entitled to compensation at the overtime rate. Overtime shall be compensated either in cash or compensatory time off (CTO) in accordance with the regular overtime provisions.

E. ~~D.~~ Regular employees shall be entitled to take all authorized holidays at their base pay, including longevity, not to exceed eight (8) hours for any one (1) day, provided they are in a pay status on both their regularly scheduled work days immediately preceding and following the holiday. Part time employees shall be entitled to holiday pay in

proportion to the percentage of full time hours worked during the biweekly pay period which includes a holiday.

## Section 2. Vacation

Employees receive vacation benefits consistent with the provisions of ~~Resolution 227-84, Section 302-302.3 of the El Dorado County Compensation Administration Resolution Personnel Rules~~, summarized below, subject to the provisions herein:

### A. Accumulation Earned

1. Under four years employment: .03875 per hour on pay status (3.1 hours earned per full pay period paid.) Maximum accumulation of two hundred forty (240) hours.
2. Between the fourth and eleventh years: .05875 per hour on pay status (4.7 hours earned per full pay period paid). Maximum accumulation of three hundred twenty (320) hours.
3. Over eleven years: .0775 per hour on pay status (6.2 hours earned per full pay period paid). Maximum accumulation of three hundred twenty (320) hours.

### B. Limitations

1. Employees covered by this agreement will be eligible to use accrued vacation after completion of thirteen (13) bi weekly pay periods of continuous service with the County.
2. Extra-help, ~~CETA~~ or other employment time may not count toward the required continuous service for vacation benefits.

## Section 3. Sick Leave

### A. Accrual

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

### B. Eligibility

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

### C. Verification

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

1. Departments may request information in order to aid in the determination of whether the sick leave use is legitimate. A Department Head or designee may require a physician's statement or acceptable substitute from an employee who applies for sick leave, or make whatever reasonable investigation into the circumstances that appears warranted before taking action on a sick leave request.
2. Departments may require a prescribed affidavit or medical report form. When an employee is absent for longer than ten (10) consecutive working days, the employee will be required to submit a statement from the employee's physician releasing the employee for normal duty.
3. If an employee who has taken sick leave is suspected of abuse, the Department may institute an investigation. –Based on the results of that investigation, appropriate action will be taken.
4. Departments may request that the employee provide a physician's statement, as authorized by law or acceptable substitute during an absence if the employee receives notice prior to returning and the absence is longer than three days. However, if an employee has a record of excessive sick leave use, or if the employee's leave use is suspect, Departments may require a physician's letter or other acceptable substitute before authorizing future sick leave usage. Examples of excessive sick leave usage include but are not limited to:
  - a. Documented abuse, or;
  - b. In excess of six (6) individual uses of sick leave in a twelve (12) month period, or;
  - c. More than four (4) uses of sick leave in conjunction with vacation and/or holidays in a twelve (12) month period.

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

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

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

#### D. Usage

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

~~1. The employee's illness, injury, or exposure to contagious disease which incapacitates him/her from performance of duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from by a licensed physician.~~

~~2. The employee's receipt of required medical, dental or optical care or consultation.~~

~~3. Employees may integrate their sick leave with their worker's compensation as provided for by State Workers Compensation laws.~~

~~4. The employee's attendance to care for a member of the immediate family as defined by the FMLA and CFRA (Family Medical Leave Act and California Family Rights Act) currently defines immediate family as child, spouse or parent who is ill.~~

~~5. Employees may use up to 3 days of sick leave for preparation, travel to and from, and attendance at the funeral of a member of the immediate family as defined below. Employees may be eligible for an additional 2 days of sick leave for reasonable circumstances.~~

~~For the purpose of this paragraph 5, immediate family means: parent, spouse, son, daughter, sibling, mother-in-law, father-in-law, grandparents or grandchildren by blood or marriage.~~

#### ~~ED.~~ Incapacity to Perform Duties

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

#### ~~FE.~~ Payment for Unused Sick Leave

1. In order to receive payment for unused sick leave at the time of retirement, layoff or voluntary termination, a County employee must have five (5) or more years of County service.

(a) Employees with Over five (5) years of service:  
Shall receive twenty percent (20%) of their unused sick leave paid.

(b) Employees with Over ten (10) years of service:  
Shall receive forty percent (40%) of their unused sick leave paid.

(c) Employees with Over fifteen (15) years of service:  
Shall receive seventy percent (70%) of their unused sick leave paid.

(d) Employees with Over twenty (20) years of service:  
Shall receive one hundred percent (100%) of their unused sick leave paid.

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

#### GE. Retirees Conversion of Sick Leave to Medical Insurance Premium

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

### **Section 4. Catastrophic Leave**

#### ~~A. Donation of Vacation Time Directly to Another Employee~~

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

#### ~~B. Donation of Vacation or Compensatory Time to Leave Bank~~

~~Effective September 3, 1994, an employee may request in writing that a specified number of hours of accrued vacation or compensatory time, may be transferred from his/her account to the Leave Bank. Donation periods will be held twice a year during the months of January and July.~~

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

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

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

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

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

~~Upon receipt of a request for leave, the Director of Human Resources shall notify the Union. A Committee made up of two (2) appointees of the Union and two (2) appointees of the County shall meet to review the request. The Committee may approve or deny transfer of a specified number of hours from the "Bank" to the account of any employee whom the Committee determines is eligible to receive such leave. Three affirmative votes will be required to approve a request.~~

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

~~The Committee may review the status of any leave granted to an employee and determine whether or not there is a continuing need for the granted leave. The Committee shall not grant any hours of leave from the "Bank" after:~~

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

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

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

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

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

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

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

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

## PROCEDURE

A. The requestor must provide a signed written request for donations of vacation leave to his/her supervisor. Additionally, a statement from a health professional verifying an

injury or incapacity likely to last for at least one month must be forwarded to the supervisor before any action will be taken. The supervisor will forward the written request and verification to Human Resources.

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

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

D. An employee wishing to donate vacation (contributor) will complete and submit to Human Resources a Catastrophic Leave – Vacation Donation form indicating the number of vacation hours to be donated. The contributor must have at least forty (40) hours of vacation hours remaining after the donation. Once submitted, transfers of leave may not be revoked by the contributor. The requestor will not be made aware of who has donated leave.

A.E. Donations will be made in one hour increments. Employees may donate up to an annual maximum donation of sixteen (16) hours to any one employee. All donations will be deducted from the contributor's balance and held in queue until such time as they are needed by the requestor. Donated hours will be drawn on by the requestor, as the need arises, from the pool of donated hours on an hour for hour basis. All unused pledges remaining in the pool may be credited back to the original contributors on a last donated, last used basis.

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

## **Section 5. Supervisory Leave**

### Section 5. Supervisory Leave

Employees in supervisory classifications requiring supervision of subordinate employees (i.e., Bridge Maintenance Supervisor, Building Operations Supervisor, Custodial Supervisor, Equipment Maintenance Supervisor, Fleet Services Supervisor, Highway Maintenance Supervisor, Kennel Supervisor, Operations Supervisor, Supervising Animal Control Officer, Supervising Public Safety Dispatcher, and Traffic Control Maintenance Supervisor) will receive up to sixteen (16) hours of ~~s~~Supervisory ~~L~~Leave in pay period 01 of each year. Part-time supervisory employees shall receive this leave time on a pro-rated basis. Supervisory ~~Leave~~ leave does not accrue from year to year and must be used by the last day of pay period 26 of each year. This benefit is forfeited immediately upon leaving a supervisory classification.

## ARTICLE 101. PERSONNEL PRACTICES

### Section 1. Probationary Periods

#### A. Duration

Probationary periods are considered as a continuation of the selection process and apply to all initial appointments, promotions, employee initiated lateral transfers to a different position, and as provided in Article 140, Section 1.B.1., below. Nothing herein is intended to create a "For Cause Standard" for release during a probationary period. Nothing herein is intended to prevent the County from extending a probationary period one time for a period not to exceed six months to ensure that an employee has demonstrated all of the necessary skills and traits to successfully pass probation for the job classification. The County must inform the employee in writing of any probation extension before expiration of the initial probationary period.

Except as provided herein, employees shall undergo a probationary period of twenty-six (26) biweekly pay periods. ~~Effective February 4, 2006~~ Employees in the classification of Public Safety Dispatcher I shall undergo a probationary period of thirty-nine (39) biweekly pay periods.

Time worked by an employee in a temporary, extra-help, ~~CETA~~ or other employment shall not count toward completion of the probationary period. Civil service ~~status (permanent status)~~ shall attach only when a regular employee successfully completes the probationary period for the specific classification during their initial appointment. Leaves of absences, paid or unpaid, leaves granted under the Family Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave, Americans with Disabilities Act, workers' compensation laws, or other legally mandated leaves, light duty, transitional duty or modified duty assignments that are not considered significantly within the job functions of the job classification or job assignment shall not count towards completion of the probationary period, as provided by law. Individual probationary periods shall be extended commensurately by each hour under these circumstances. An employee, who is not rejected prior to completion of the prescribed probationary period, unless extended as per provision herein, shall acquire permanent status automatically.

#### B. Status of Employee

##### 1. Probationary Period Required

A probationary period is required in the following circumstances:

- a. upon initial appointment to a position in a class in the classified service;
- b. upon promotion to a position in a class in the classified service (see 1h and 3f);
- c. upon voluntary demotion or transfer to a position in a different class series in which the employee has not previously achieved civil service status unless a Department Head and employee agree to waive or reduce the probationary

period;

- d. upon displacement to a classification in a different class series where the employee has not completed probation at the lower level;
- e. upon displacement resulting from layoff or release from probation after promotion where total time in the higher and lower level classes is less than the required probationary period at the lower level;
- f. upon transfer to a position in the same classification in a different department when the employee has not attained permanent status in the class, except that the total time in the probationary period in the class shall not exceed one year;
- g. upon reclassification to a class at the same or higher salary range unless waived by the appointing authority; in any other circumstance not specifically excluded in B.3.
- h. upon promotion from one County classification to another in the same classification series. In such circumstances, the probationary period shall be thirteen (13) biweekly pay periods from the date of promotion.

## 2. Probationary Period Not Required

A probationary period shall not be required under the following circumstances:

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

has not completed the probationary period in the lower classification, the probationary period will continue until the employee has worked the required number of pay periods in the position.

### C. Acting Pay

Time worked by an employee while receiving acting pay pursuant to policy shall count toward completion of the probationary period only when all of the following conditions are met:

At the time the employee was designated as eligible for acting pay pursuant to Article 6. Section 5, the employee has been reachable on an employment list for the position compiled by Human Resources. There is no break in service between the employee's work in an acting status and the employee's promotion into the position.

1. To the extent the probationary period, when combined with employment in such status, shall not exceed one year.
2. Notwithstanding subparagraph c., the employee shall serve a minimum six (6) month probationary period.

### E. Right of Return

An employee shall have the right of return to a position in a class in the TC-Union unit which the employee previously occupied when the employee fails to satisfactorily complete the probationary period after being promoted.

An employee who fails to satisfactorily complete a probationary period in a new class as a result of a voluntary demotion or transfer to a class in a new class series, shall have the right of return to a position in the class and department from which the employee previously occupied, provided such right shall be exercised within ninety (90) days of the effective date of the transfer or voluntary demotion. After ninety (90)

days, an employee who does not satisfactorily complete the new probationary period shall have a right of return to any vacant position in the former class and department for a period not to exceed six (6) months.

### F. Laid-Off Employees

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

### G. Rejection During Initial Probation

The appointing authority may terminate (reject) a probationary employee at any time during the probationary period without the right of appeal in any manner and without recourse to either the Grievance or Appeal Procedure; except when the employee alleges and

substantiates in writing that the termination was due to political or religious or union activities, race, color, national origin, sex, age, handicap or sexual orientation, or otherwise provided by law. Appeals on this basis shall be processed through the County's Discrimination Complaint Procedure. The appointing authority shall notify the employee in writing that the employee is rejected during probation. No reasons for the action are necessary.

#### H. Rejection During Secondary Probation

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

At the beginning of all probationary periods, the employee may receive a written statement of expectations signed by the supervisor and the employee. The supervisor shall retain the copy signed by the employee and provide a copy to the employee. Not less than monthly the supervisor shall meet with the employee to review the employee's progress toward meeting the supervisor's expectations. The supervisor shall provide the employee with a written summary of the meeting.

The employee will acknowledge receipt of the summary of his/her progress by signing a copy of the summary. The supervisor will retain the copy signed by the employee.

The employee shall be considered to have met expectations in any month in which the supervisor does not meet with the employee and provide the employee with a written summary of his/her progress. All written summaries, containing the employee's acknowledgment of receipt, shall be submitted to Human Resources with the appropriate forms for successful completion of probation or of the employee's failure to complete the probationary period.

### **Section 2. Documentation of Performance Evaluation**

Non-probationary employees who have not yet reached the top step of their salary range shall be evaluated approximately thirty (30) days prior to the date that their next merit increase is due. Non-probationary employees who are at the top step of their salary range shall be evaluated annually on or about the anniversary date of their appointment to their current position. Nothing in this Section is intended to preclude the County from evaluating employees on a more frequent basis. Performance evaluations are to be accomplished using the current electronic Employee Performance Evaluation forms and process for documenting performance.

Good performance is to be acknowledged by use of letters of commendation and/or recognition which are submitted to Human Resources for inclusion in employee's personnel files. Letters of commendation and/or recognition from outside the department are to be forwarded to Human Resources with a copy to the department for inclusion in the

employee's personnel file. Neither the contents of an employee's evaluation nor failure to provide letters of commendation and/or recognition are grievable or appealable.

Performance or issues which need improvement are to be documented by memorandum, e.g., letters of warning or counseling, reprimands, etc.

### **Section 3. Safety Reporting Procedure**

#### **A. Purpose**

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

#### **B. Procedure**

Step 1: When an employee believes that an unsafe condition exists, the employee shall immediately bring the matter to the attention of the supervisor. If the supervisor does not take immediate steps to remedy the unsafe condition, the employee may file a written "safety" complaint with the supervisor.

Step 2: The supervisor will respond in writing to the complaint within two (2) working days of the time the written complaint is filed.

Step 3: If the written response of the supervisor is unsatisfactory, the employee may present the complaint to the Department Head or designee within two (2) working days. The department or designee will review the alleged unsafe condition and will make the final decision on the grievance within two (2) working days of receiving the complaint. Copies of the safety complaint and the responses at all levels will be provided to the appropriate Safety Committee.

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

### **Section 4. Drug Free Work Place**

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

reasonable suspicion drug testing policy during the term of this MOU.

## **Section 5. Closure of County Building Policy**

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

- A. Any and all twenty-four (24) ~~seven~~ (7) days a week facilities and/or operations are exempt from Article 14~~0~~, Section 5.
- B. Employees whose buildings have been temporarily closed may be reassigned to work sites in the same geographical area.
- C. Regular County employees scheduled to work, but who are directed to not report to work or sent home from work due to the closure of their work site due to an emergency shall receive their regular pay for that scheduled shift. An employee shall not receive regular pay if the employee does not report to work due to any circumstance when there has not been a County directive closing the employee's work site.
- D. After the first day of closure of a County building, if the County is unable to reopen a work site, or is unable to obtain an alternative work site in the same geographical area, an employee will be compensated for that day(s) as if it were a holiday.
- E. During a temporary closure of County buildings as determined by the Chief Administrative Officer, those regular employees who are required to come to work as part of essential services, as defined by the Chief Administrative Officer, will receive overtime compensation at time and one-half.
- F. Should the closure of a County facility last longer than five (5) working days the County reserves the right to reassign employees outside their geographical area. In the event of reassignment outside their geographical area, the employee may at his/her request utilize accumulated vacation and/or compensatory time off in lieu of reassignment unless the Chief Administrative Officer makes a finding that the employee's services are essential to the continued operation of the County.
- G. Geographical area is generally defined as:
  1. Tahoe Basin
  2. Western Slope

## **ARTICLE 11~~2~~. REDUCTION IN FORCE**

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

## A. Policy

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.

## B. Procedure for Permanent Layoffs

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

1. The Department of Human Resources, with the assistance of the affected department, determines the individuals to be laid off for the initial classification in which a layoff is to occur and for succeeding lower level if displacement by bumping (demoting in lieu of layoff) is anticipated in accordance with this Article according to retention points. A list of the classifications in which positions have been deleted along with the names and total retention points of employees in those classes shall be posted in the affected department and a copy mailed to the Union's current address. It is the Department Head's responsibility to insure posting.
2. Layoffs and displacements are made within the department involved and are not Countywide.
3. Written notice of layoff shall be served on affected employees in person or by USPS Priority mail sent to the last address on file with the Department of Human Resources. Notice will be served or mailed no later than thirty (30) calendar days prior to the effective date of separation. The thirty (30) calendar days shall include the effective date and the date served. Notice shall be deemed served upon the proof of service.

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

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

## C. Order of Layoffs

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

- Extra-help,
- Probationary employees serving an initial probationary period,
- Regular civil service status part-time employees,
- Regular civil service status full-time employees.

1. Longevity

A full-time employee shall receive one point for each full month of continuous service as a regular County employee in the employee's classification. Time spent in other classifications which the employee occupied within the prior three (3) years and which are at the same or higher rate of pay based upon the current salary plan applicable at the time of the layoff shall be included in the service time in the affected class. This includes probationary time. Part-time employees shall receive a proportional amount of longevity points based upon the number of hours worked. Less than a full month of service shall be prorated. It does not include service prior to employment, interruptions caused by resignation, dismissal, or transfer to extra-help status. It does include periods covered by authorized leaves of absences and such service accrued before a previous layoff.

2. Performance/Disciplinary Actions

a.—An employee who receives an involuntary demotion as a disciplinary action will have twelve (12) points deducted from that employee's retention points if the administrative disciplinary appeal is completed or waived.

~~b.a.~~\_\_\_\_\_

~~e.b.~~\_\_\_\_\_ An employee who receives a suspension will have one (1) point per day of suspension deducted from the employee's retention points, with a maximum deduction of twelve (12) points if the administrative disciplinary appeal is completed or waived.

3. Alternate Classes - Classes which are budgeted as alternate classes (e.g. Office Assistant II/I), as stated in the Personnel Allocation Resolution, shall be treated as one class for purposes of determining retention points.

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

5. Ties - In cases where two or more employees are tied with the same number of

retention points, the following factors shall be considered in order for the purpose of breaking the tie: ~~total County service (including County service prior to the most current period of employment) job related coursework taken during the current period of employment;~~ discipline actions; Department Head determination. Letters of reprimand will be considered as tie breaker criteria for up to three (3) years from the date of issuance.

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

#### D. Layoff Privileges

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

1. Displacing in a Lower Class - An employee affected by layoff may, at his/her discretion, in lieu of layoff, displace an employee in a class previously held by the employee or in succeeding lower classes in the class series who has less retention points. Retention point computation for displacement purposes are made as determined for the original layoff. This is considered a voluntary demotion.

2. Restoration - Restoration shall be in inverse order of layoff. Names of employees with regular permanent-civil service status who have been laid off will be placed on an appropriate restoration list for their classification and department in order of Retention Points. The list will extend for a period of two (2) years. Employees shall also have restoration rights to a classification which has been replaced by a reclassification of the classification which the person previously had regular permanent-civil service statusstatus, provided that the duties have remained essentially the same. This list shall be maintained in the Department of Human Resources. This includes employees taking voluntary demotions in lieu of layoff who shall be placed on a restoration list for the class from which they were reduced.

Three refusals to accept restoration from a departmental layoff list will remove the eligible individual's name from that list unless the offer of restoration is in excess of twenty five (25) miles from the geographical location of the position from which the employee was laid off.

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

- 2.3. Transfer and Demotion - Employees to be laid off may be permitted to transfer or demote at the discretion of the appropriate Department Head(s) prior to the layoff effective date. Transfer or demotion may be made to any funded vacant

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

~~3.4.~~ 4. Placement In Other Departments - In accordance with rules on order of layoff, an employee who shall be laid off shall have a right to be placed in a vacant position in the same class in another department which the department has determined to fill. Referral to vacant positions shall be offered based upon the inverse order of layoff. The new appointing authority shall have up to ~~six (6) months 90 days~~ to evaluate the employee's performance. If the appointing authority determines that the employee's performance does not meet job standards, the employee will be returned to the layoff list. The employee will, in accordance with the 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.

~~4.5.~~ 5. Separation from County Service - Employees who are to be laid off have the option of leaving County service rather than displacing in a lower class, transferring or demoting. In the event an employee is laid off for an indefinite period, ~~he/shethe employee~~ may, upon request, receive payment for those benefits normally given to terminated employees.

~~5.6.~~ 6. Employment Interviews - Department heads who refer the names of individuals designated for layoff and who have requested transfers shall ~~personally~~ ensure that such persons are provided an employment interview.

~~6.7.~~ 7. Status on Restoration - An employee who has been laid off or voluntarily reduced under the provisions of this Article and subsequently restored in their former classification within a two (2) year period from the date of ~~his/herthe employee~~ layoff or voluntary reduction shall receive the following considerations and benefits:

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

~~7.8.~~ 8. Meet and Confer - Prior to the actual layoffs, the County's representatives and

the Union shall, at the request of the Union, meet and confer over the practical effects of the proposed layoffs.

#### E. Deviation from Retention Points

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

#### F. Appeal of Layoff

##### 1. Right of Appeal

- a. ~~Permanent-Regular civil service status~~ employees receiving a notice of layoff shall have the right to appeal only whether or not there was compliance with the procedures prescribed in ~~the "Reduction In Force"~~this Article.
- b. The right of appeal is limited to the scope and process provided in this section, "Appeal of Layoff".
- c. The scope of any appeal shall not include such issues as the need for layoff, the reasons for layoff, or the exercise of other County prerogatives involved in layoff.
- d. Probationary, ~~Provisional,~~—Temporary and Extra Help ~~employees appointments~~ have no right of appeal of a notice of layoff. Questions and disputes regarding ~~permanent-regular civil service~~ status shall be determined by the Civil Service Commission in accordance with their rules, regulations and procedures.

##### 2. Notice and Timing of Appeal

- a. Appeals shall be filed in writing with the Director of Human Resources or ~~\_\_\_\_\_~~ ~~\_\_\_\_\_~~designee. An email shall be accepted as a written appeal.
- b. Appeals shall be filed within five (5) working days after the date of service of the notice of layoff as provided in ~~sub-section B.3.~~this section, "Appeal of Layoff".
- c. The notice of appeal shall state the employee's reasons for the appeal consistent with ~~sub-section F.4~~this Article.

##### 3. Responsibilities of the Director of Human Resources or Designee

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

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

#### G. Layoff Arbitration Panel

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

1. Appeals shall be heard by a tripartite panel consisting of:

- a. A representative designated by the ~~County~~ Director of Human Resources.
- b. A representative designated by the Union.

c. A neutral member selected in accordance with paragraph ~~GF.14~~.b.

~~e.d.~~ \_\_\_\_\_ The neutral Layoff Arbitration Panel member shall be chosen by:

- 1) Mutual agreement between the County and Union or their designated representatives within five (5) working days of notification to the Union of an appeal.
- 2) If the County and the Union fail to name a neutral arbitration \_\_\_\_\_ panel member within five (5) working days of notification to the Union of the appeal, a member of the Civil Service Commission (CSC) shall serve as the neutral third member of the arbitration panel.

~~d.e.~~ \_\_\_\_\_ ~~Either party~~ Human Resources will ~~may~~ notify the Chair of the CSC of their inability to agree on a neutral;

~~e.f.~~ \_\_\_\_\_ ~~Either party may~~ Human Resources will notify the Chair of the CSC of their desire that a member of the CSC serve as the neutral member of the Layoff Arbitration Panel in lieu of agreement on a third party.

f.g. The Chair of the CSC shall name a member of the CSC to serve as the neutral member of the Layoff Arbitration Panel and an alternate.

g.h. The Layoff Arbitration Panel shall convene and open the hearing within fifteen (15) working days of the initial filing of the appeal. Representatives to the arbitration panel shall be named with primary consideration being given to their availability to meet within the fifteen (15) working day time limit.

2. If either or both party(s) fail to name a representative who can meet within the time limit the CSC Chair shall name a member(s) of the CSC to serve as a second and if necessary, third neutral in lieu of the failure of either or both parties to provide

an available representative.

3. If the Civil Service Commissioner(s), designated or the alternate cannot serve within the time limit, the Chair shall designate another Civil Service Commissioner(s) who can serve within the time limit.

#### H. Hearing Process

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

#### I. Decision

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

### ARTICLE 123. APPEALS

#### Section 1. Appeals of Disciplinary Action

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

### ARTICLE 143. GRIEVANCE PROCEDURE

#### A. Intent

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

#### B. Scope of Grievances

1. A grievance ~~may be filed if a management interpretation or application of the~~

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

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

- a. Subjects involving the amendment or change of Board of Supervisor's resolutions, ordinances, which do not incorporate the provisions of this ~~Memorandum of Understanding~~ MOU or other employee protections contained in ordinances, resolutions, personnel rules, or written policies.
- b. Discrimination complaints that allege violations of equal employment opportunity laws or employment discrimination which shall be processed under the County's Discrimination Complaint Procedure.
- c. Appeals of the "Reduction in Force" Articles and Policies which fall under the appeal process contained within that policy.
- d. Appeals of disciplinary actions resulting in termination, demotion, suspensions without pay which fall under the County's Civil Service Appeal Procedure. ~~(Resolution #228-84, Section 207 and Section 11).~~

### C. Definitions

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

### D. Grievance Procedure Steps

#### 1. Informal Discussion

Every effort should be made to settle grievances at the lowest level of supervision possible. If ~~an~~ employee has a complaint relating to a work situation, the employee is encouraged to request a meeting with ~~his/her~~ the employee's immediate supervisor to discuss the problem in effort to clarify the issue and to work cooperatively toward settlement. Such discussion shall occur within ~~ten~~ fifteen ~~(10)~~ 15 working days of the incident or occurrence giving rise to the complaint. The immediate supervisor shall respond informally within seven (7) working days.

#### 2. Formal Grievance Steps

The formal grievance procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein.

a. Immediate Supervisor

~~An employee~~A grievant and representative may formally submit a grievance to the immediate supervisor within seven (7) working days from the date of the immediate supervisor's informal decision or if the informal discussion has not taken place fifteen (15) working days from the date of the incident or occurrence giving rise to the complaint. An email may serve as a formal submission. Such a written grievance, ~~signed by the employee, shall set forth the facts at issue, the relief sought and the time of the occurrence of any alleged incident or violations precipitating the grievance~~ shall set forth the facts at issue, the relief sought and the time of the occurrence of any alleged incident or violations precipitating the grievance. The supervisor shall respond in writing within seven (7) working days after receiving the grievance. If the grievance is denied, the reasons for denial shall be given in the supervisor's response. This response shall contain the position, such as Intermediate Supervisor or Department Head -to which the next level of employee grievance should be addressed.

~~b. Intermediate Supervisor (Superintendent)~~

b.

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

c. Department Head

If the grievance is not resolved by the written decision of the supervisor, the grievant may submit in writing within five (5) working days after the date of the supervisor's written decision his grievance to the Department Head. The Department Head shall conduct ~~with the employee~~ such meeting(s) with the employee, informal hearings and investigations as are appropriate in his/her the Department Head's judgment, and deliver to the grievant a written decision within ten (10) working days. If the grievance is denied, the reasons for denial shall be included in the response.

d. Director of Human Resources or ~~His/Her~~ Designee

If the ~~employee-grievant and representative~~ wishes to appeal the Department Head's decision, ~~he/she the employee and representative~~ may do so in writing to the Director of Human Resources or his/her designee within five (5) working days after the date of the Department Head's decision. The Director of Human Resources or his/her designee shall conduct such meeting(s), informal hearings and/or investigations as are appropriate in his/her judgment and deliver to the grievant a written decision within fifteen (15) working days. If the grievance is denied, the reasons for the denial shall be included in the response.

### 3. Final Resolution

Should the ~~grievant and representative employee~~ be unsatisfied with the decision of the Director of Human Resources ~~or designee~~ and the grievance is based upon one of the Articles listed in this ~~Memorandum of Understanding~~MOU (except for the Reduction in Force Article 11) ~~the grievant and his representative~~ the grievant and representative may within ten (10) working days notify the Director of Human Resources ~~or designee~~ that ~~he/she-it~~ is appealing the Director of Human Resources' ~~or designees'~~ decision to Arbitration, for final resolution of the grievance, subject to ratification by the Board of Supervisors if the decision required an unbudgeted expenditure. Grievances that involve an interpretation of a personnel resolution, personnel rule or ~~Memorandum of Understanding~~MOU shall be appealed through the Arbitration method as it is described in this paragraph. ~~If Arbitration is chosen, If Arbitration is chosen, the grievant (and his/her representative) and the County's Management representative shall attempt to mutually agree on an acceptable arbitrator.~~ the grievant and representative and the County's Management representative shall attempt to mutually agree on an acceptable arbitrator. If no agreement can be reached on an arbitrator within five (5) working days, a list of seven (7) names from the California State Conciliation & Mediation Service shall be obtained. ~~The parties shall alternately strike names until only one name remains, which name shall be the arbitrator in the dispute. The party to strike the first name shall be chosen by lot. The arbitrator shall have no power to add to, subtract from, alter, modify or go beyond the applicable provisions of the~~ ~~Memorandum of Understanding~~MOU.

#### 4. Basic Rules

##### a. Costs

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

##### b. Time Limits

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

##### c. Representation

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

## ARTICLE ~~145~~. PEACEFUL PERFORMANCE CLAUSE

The parties to this ~~Memorandum of Understanding~~MOU recognize and acknowledge that

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

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

## **ARTICLE 156. FULL UNDERSTANDING, MODIFICATION, WAIVER**

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

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

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

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

**Section 1. Job Sick-Outs – Variance from Personnel Rule 1404 Amending Resolution #227-84, Section 304**

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

- A. The Department Heads of the departments specified in the CAO declaration shall require that each employee who is unable to report for duty due to illness or injury that is requesting sick leave shall provide a certificate completed and signed by a licensed physician or other qualified medical professional. This certificate shall show that the physician examined the employee during the period of absence from work, state the date of each examination, describe the physician's diagnosis of the employee's illness or nature and extent of the employee's injury and certify that the physician has recommended that the employee be excused from work for medical reasons, and the specific number of days of the recommended excuse. Such medical verification shall be provided to the Department Head within three (3) working days of the employee's return to work.
- B. The employee shall also provide a sworn affidavit justifying their claim of sick leave. Such affidavit shall be provided to the employee by the Department Head upon their return to work. Each request for sick leave time will be evaluated individually at the time the required documentation is received.
- C. An employee shall not be allowed sick leave credit and shall not be compensated for any period of absence unless he/she has complied with the requirements of this policy and unless the information provided therein and otherwise required of or provided by the employee is deemed to substantiate the claimed illness or injury. The employee may appeal a denial of sick leave through the County's Grievance Procedure.
- D. It is recognized that the facts which constitute the basis for use of sick leave may vary considerably from employee to employee and that in rare instances, the specific requirements of this rule may not be appropriate or feasible. Accordingly, discretionary variances, (but not waivers from the requirements of these rules) may be considered and allowed by the CAO or ~~his/her~~ designee. Any such variance shall, if feasible, provide for an acceptable alternative means by which the employee involved shall provide assurance of the existence of facts which are adequate as a basis for proper use of sick leave.

**ARTICLE 16.7 SEVERABILITY**

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

## ARTICLE ~~17~~8. ECONOMIC HARDSHIP REOPENER

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

At any time after January 1, ~~2012~~2015, either party may request to meet and confer over the economic status of the County and the impact on the members of the bargaining unit.

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

COUNTY OF EL DORADO

Operating Engineers  
Local Union #3  
Trades and Crafts

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Jack Hughes \_\_\_\_\_ Greg Ramirez  
Liebert, Cassady, Whitmore \_\_\_\_\_ Labor Representative  
Lead Negotiator for the County

Date \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bobbi Bennett \_\_\_\_\_ David Hogg  
Human Resources Manager

\_\_\_\_\_  
\_\_\_\_\_ Gloria Mullins

\_\_\_\_\_  
\_\_\_\_\_ Dustin Sears

\_\_\_\_\_  
\_\_\_\_\_ Shannon Starr

\_\_\_\_\_  
\_\_\_\_\_ Norma Santiago, Chairman  
Board of Supervisors

Date \_\_\_\_\_

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

By \_\_\_\_\_  
Deputy Clerk  
Jack Hughes \_\_\_\_\_  
Liebert, Cassady, Whitmore \_\_\_\_\_  
Lead Negotiator for the County \_\_\_\_\_ George C. Ramirez

\_\_\_\_\_  
Labor Representative

Date \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Pamela Knorr \_\_\_\_\_ Joe Alexander \_\_\_\_\_  
Human Resources Director \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Norma Santiago, Chairman  
Board of Supervisors \_\_\_\_\_

Date \_\_\_\_\_

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

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