

# MEMORANDUM OF UNDERSTANDING

Between

**The County of El Dorado**

And

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

General, Professional, and  
Supervisory Bargaining Units

~~July 1, 2013 – June 30, 2016~~ July 1, 2017 – June 30, 2020



# MEMORANDUM OF UNDERSTANDING

## GENERAL, PROFESSIONAL & SUPERVISORY BARGAINING UNITS

~~July 1, 2013 – June 30, 2016~~ July 1, 2017 – June 30, 2020

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

**ARTICLE 1 TERMS AND CONDITIONS**

**Section 1**    Negotiation and Ratification

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

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code sections 3500-~~3540~~[et seq.](#)), and has been jointly prepared by the parties.

This successor Memorandum of Understanding (MOU) is for the period commencing on July 1, ~~2013-2017~~ through and including ~~June 30, 2016~~[June 30, 2020](#), and it shall become of full force and effect upon adoption of the Board of Supervisors. Nothing herein shall be applied on a retroactive basis unless specifically indicated in writing within the agreement.

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

**Section 2**    Cancellation of Other Agreements

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 The El Dorado County Personnel Rules shall remain in force and effect other than where superseded by specific provisions of the existing MOU.

**Section 3**    MERIT System Exclusion

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

## **ARTICLE 2 AUTHORIZED AGENTS AND RECOGNITION**

### **Section 1 Authorized Agents**

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

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

### **El Dorado County Employees' Association**

Public Employees Union, Local 1  
Executive Director  
2864 Ray Lawyer Drive, Suite 202  
Placerville, CA 95667

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

### **Section 2 Recognition**

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

## **ARTICLE 3 COUNTY RIGHTS**

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

services and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this Article is intended to alter the post-agreement rights of the respective parties as established by law to meet and confer on changes which would effect the wages, hours, and other terms and conditions of employment, except, however that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

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

## **ARTICLE 4 LOCAL 1 RIGHTS**

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

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

### **Section 2 Fair Share Fees**

#### **A. Scope of Coverage**

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

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

The Fair Share Fee provision shall extend through the term of this Agreement as permitted by law. Absent agreement on a successor Memorandum of Understanding, and upon conclusion of the designated term of this Agreement, the parties may, in writing, extend the Fair Share Fee provision. Absent written agreement, this Article 4, Section 3, shall expire on ~~the designated term of this Agreement June 30, 2013 with action by the Board of Supervisors or on another date mutually agreed to by the parties in writing.~~

#### **B. Local 1 Responsibilities**

Local 1 agrees that it has a duty to provide fair and nondiscriminatory representation to

all employees in the General and Professional bargaining units, regardless of whether or not they are members of Local 1. All employees in, and all employees subsequently hired, promoted, demoted or transferred into classifications in the General and Professional and Supervisory Bargaining Units shall as a condition of employment fulfill one of the following:

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

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

#### C. Separation From Unit

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

#### D. Compliance

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

initiation fee, Local 1 may, in writing, direct that the County withhold the fair share fee and the initiation fee from the employee's salary, in which case the employee's biweekly salary shall be reduced by an amount equal to the fair share and initiation fees, and the County shall pay an equal amount to Local 1.

E. Forfeiture of Deductions

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

F. Withdrawal From Local 1

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

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

No fair share service fee shall be collected from any employee who is not paying dues or a fair share fee until the employee has received written notice from Local 1, which includes legally adequate information concerning the breakdown of "chargeable" and "non-chargeable" expenses ~~as referenced in Article 4, Section 3.B.2 above~~. A prompt opportunity shall be established by Local 1 for challenge of the amount of the fee before an impartial arbitrator as provided below. An escrow account shall be set up by P.E.U., Local 1 for the amounts in dispute while such challenges are pending. Such notice shall, at a minimum, include a Fair Share Fee Explanation and Notice of Right to Challenge as follows:

1. An itemization of the expenditures of P.E.U., Local 1 reviewed and signed by an auditor from a certified public accounting firm in detail necessary for an employee to be able to reasonably determine what portion of regular membership dues would be allocated to the cost of negotiation and contract ~~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 ~~32~~.B.2. Employees' request for a breakdown of "chargeable" and "non-chargeable" expenses shall be provided by P.E.U., Local 1.
3. The procedure on how non-members may file a challenge with P.E.U., Local 1 to the amount of the fair share fee. Such procedure shall include an escrow account for the monies reasonably in dispute and a final step of arbitration with a neutral arbitrator. Local 1 shall provide the County with copies of all challenges and arbitration decisions. The County shall not be made a party to any administrative or court proceedings to determine the fair share fee.



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

Should Local 1 fail to post the required annual Fair Share Fee Explanation and Notice of Right to Challenge set forth above within sixty (60) days after the end of the P.E.U., Local 1 fiscal year, the County shall have the right to give Local 1 two pay periods notice to provide the required notice. If Local 1 fails to provide the required notice by the expiration of the two pay periods, then the County shall make no further payroll deductions for fair share fees until such time as Local 1 provides the required notice.

I. Hold Harmless

The authorization for payroll deductions described in this Agreement shall specifically require the employee and Local 1 to agree to hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.

Local 1 shall defend, indemnify and hold harmless, release and save the County and its agents and employees against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the County under this Agreement. This includes but is not limited to the collection and procedures for collection of fair share fees and reasonable cost of County's attorney fees and costs, along with reasonable cost of management preparations time as well.

J. Financial Report

P.E.U., Local 1 shall keep adequate itemized records of its financial transactions and shall make available annually, to the County and to the employees who are members of Local 1, within 60 days after the end of P.E.U., Local 1's fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by P.E.U., Local 1's president and treasurer, or by a certified public accountant.

Failure to provide such a report within sixty (60) days after the end of the P.E.U., Local 1's fiscal year shall result in the termination of all fair share fee deductions without jeopardy to any employee, until said report is filed.

Employees who fail to provide Local 1 with a correct mailing address or who fail to notify Local 1 of changes in their mailing address and who because of such failure do not receive this required notice shall be entitled to such notice only upon contacting Local 1 to request such notice.

K. Rescind Fair Share Fee

Section 2 may be rescinded by a majority vote of the employees in a bargaining unit in accordance with the provisions of Government Code Section 3502.5(b).

### **Section 3 Communications with Employees**

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

The designated representative of Local 1 shall give notice to the Human Resources Director or designee when contacting departmental employees during the duty period of employees, provided that solicitation for membership or other internal employee organization business shall be conducted only during the non-duty hours of all employees concerned. Non-duty hours are defined as before or after work, lunch periods and rest break periods.

### **Section 4 Use of County Buildings**

County buildings and other facilities shall be made available for use of Local 1 or its representatives during non-duty hours in accordance with such administrative procedures as may be established by the Chief Administrative Officer or Human Resources Director.

### **Section 5 Duplicating Equipment**

The County agrees to allow Local 1 to use County duplicating equipment and facilities [in South Lake Tahoe](#) subject only to the following conditions:

- A. [Local 1 purchases any required access keys. Local 1 will inform the County Human Resources Department via email when it uses a County photocopier so that the County can bill Local 1 for the cost of copies. The notice shall include the number of copies made, and the location and/or identifying number of the copier.](#)
- B. Local 1 reimburses the County promptly upon demand for the actual costs of the use of the equipment and material.
- C. Local 1's use of such equipment and facilities does not interfere with the use by County employees for County business.

### **Section 6 Attendance at Meet and Confer Sessions**

County employees who are official representatives of Local 1 shall be given reasonable time off with pay to attend formal meet and confer sessions with management representatives. If selected to participate in negotiations, employees who are assigned to work a night shift, as defined in Article 7, Section 8, shall be provided commensurate release time to be split between two shifts if necessary. Local 1 shall notify the Director of Human Resources of the names and departments of employees who are official representatives of Local 1. Such representatives shall notify their supervisors in writing on the first business day after a meeting has been scheduled of the dates of excused absences. This advance notice may be

waived by the Director of Human Resources in unusual circumstances. Except by agreement with the Director of Human Resources, the number of employees released for such purposes shall be two (2) per unit plus the President of Local 1. Local 1 may elect to have one (1) representative from the Supervisory Unit and three (3) representatives from the General Unit.

**Section 7** Local 1 Presidential Release Time

Up to a cumulative total of 200 hours per fiscal year will be provided to members, shop stewards, officers and/or Board of Directors of El Dorado County Employees Association Local 1, to be used for approved Local 1/County business (non-organizing). Among other uses, Local 1 release time may specifically be used for stewards' training. The determination of eligible employees and use of this time will be at the discretion of the President of Local 1. An employee entitled to release time under this section must provide advance notice and receive approval from the employee's supervisor regarding the employee's temporary absence from the workplace.

**Section 8** Orientation

During the County orientation program, provided to new employees by the Department of Human Resources, Local 1 shall be given the opportunity to provide information to new employees who are in classifications covered by this M.O.U. Local 1 presentation shall be informational and in good taste.

**ARTICLE 5 NON-DISCRIMINATION**

There shall be no discrimination in the implementation of this document because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, age or, participation or non-participation in Local 1 activities against any employee covered hereby by Local 1 or the County.

**ARTICLE 6 WAGES & OTHER RELATED ISSUES**

**Section 1** ~~Wages Increase~~

YEAR #1: The current wage scale for all represented classes shall remain the same for the first year of the MOU. In addition to their current wage, each regular employee who is a member of this bargaining unit who is employed on the date the Board of Supervisors signs this MOU, shall be paid a one-time amount of \$2,400 lump sum payment, minus applicable payroll deductions, no later than the third full pay period following Board of Supervisors' final approval of this MOU

In addition, the EDCEA and the County agree to continue negotiations with respect to the application of the Classification and Compensation Study.

YEAR #2: Effective July 1, 2018 the EDCEA and the County shall negotiate the implementation of the Wage and Compensation Study and/or reopen on wages.

YEAR #3: Effective July 1, 2019 the EDCEA and the County shall negotiate the implementation of the Wage and Compensation Study and/or reopen on wage.

~~A. Base wages for all represented classifications within the GE, PL and SU bargaining units shall receive wage increases during the term of this Agreement as follows:~~

~~5% increase (2% COLA and 3% Equity) effective the pay period beginning November 2, 2013.~~

~~5% increase (2% COLA and 3% Equity) effective the pay period including July 1, 2014.~~

~~5% increase (2% COLA and 3% Equity) effective the pay period including July 1, 2015.~~

~~In addition to the increases described in Section 1(A) above, d) During the term of this Memorandum of Understanding, the County has the non-appealable right to increase compensation for any classification covered by this Agreement. Prior to the implementing any wage increase, the County shall notify, and provide the opportunity to discuss, its intention) with Local 1.~~

~~B. The County will initiate a classification structure study during the term of the MOU. After the study is complete, the County will present any negotiable changes to the County's classification structure to Local 1. The County and Local 1 agree to meet and confer over the negotiable changes to the classification structure.~~

## **Section 2 Compensation Administration**

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

### **A. Entrance Salary**

1. New Hires: Except as provided by the Personnel Rules, the entrance salary for a new employee will be the first step of the range for the class to which he/she is appointed.
2. Promotions: Employees who are promoted are eligible for advance step placement under Personnel Rule 1308.

### **B. Salary Step Increases**

1. After completion of thirteen (13) biweekly pay periods of service which meets standards at step 1 of the salary range, and upon recommendation of the appointing authority, the employee shall be advanced to the next higher step. If an employee is appointed at a step higher than the first step of the salary range for that classification, the first increase shall be after completion of twenty six (26) full pay periods of service which meets standards.
2. After ~~the~~ completion of twenty six (26) biweekly pay periods of service which meets standards in each of the salary steps 2 and above step 1, if the employee has completed probation, and upon the recommendation of the appointing authority, the employee shall be automatically advanced to the next higher step in

the salary range. However, the employee will not automatically advance to the next step of the applicable salary range if the employee's Appointing Authority or designee submits the required paperwork denying the step increase at least one full pay period prior to the employee's salary review date, of that classification until the top of the range is reached.

3. All increases shall be effective on the first day of the biweekly pay period following completion of the required period of service.
4. A change in an employee's salary because of promotion or upward reclassification will set a new anniversary date for that employee. The salary anniversary date for an employee shall not be affected by a transfer, downward reclassification or a demotion. Salary range adjustments for a classification will not set a new salary anniversary date for employees.
5. Unless otherwise provided for herein or in Article 7, Section 10, Resolutions #227 & 228-84the Personnel Rules and as subsequently amended shall apply and determine anniversary dates, pay change dates, etc.

#### C. Leave Without Pay

Authorized leave without pay shall not extend an employee's date of eligibility for longevity pay increases and vacation accrual rates. Notwithstanding Article 6, Section 2.B.1., an employee's eligibility for performance salary step increase shall be extended commensurately for each full pay period an employee is on authorized leave without pay except as provided by law.

#### D. Salary Status Upon Reemployment

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

A full time or part time employee who resigns in good standing and is re-employed by the County in a classification in a different class series or a higher class from which the employee resigned shall, for purposes of vacation accrual and longevity pay, receive credit for the amount of prior service in effect at the time of resignation and shall be restored to the place on the vacation accrual and longevity pay table in effect at the time of resignation.

### **ARTICLE 7 DAYS AND HOURS OF WORK, PREMIUMS & BONUSES**

## **Section 1 Work Schedule**

- A. The appointing authority shall fix the hours of work with due regard for the convenience of the public, the laws of the State and the County and as the appointing authority determines best serves the County.
- B. The County agrees to assign employees to a regular work schedule. The County may change that work schedule at its discretion. If the change is of short term duration, i.e., less than two (2) weeks, the County agrees to give employees a minimum of a five (5) working days advance notice of the work schedule change unless agreed to by the employee and department.
- C. Except in an emergency, departments which determine to change a work schedule on a long term basis (for more than two (2) weeks) from a standard work schedule to an alternate work schedule (e.g., 4/10s, 9/80s) or from an alternative work schedule to a standard work schedule (5/8s), or to a different alternative work schedule, the department shall give notice to the affected employee(s) and Local 1 and provide the opportunity to meet with the department to discuss the proposed change. Implementation of such change will not occur prior to two full pay periods from the date of notice to Local 1 and employee(s) unless agreed to by affected employees.
- D. In no case may an employee's work schedule be changed during the work week when the purpose of such change is to avoid overtime compensation, unless agreed to by the employee.
- E. Employees shall work eight (8) hours per day, five days per week unless employees are assigned to an alternative work schedule in accordance with the procedures set forth herein.
- F. The Chief Administrative Officer at his/her discretion and upon recommendation of a Department Head may approve alternative work schedules. Alternative work schedules proposed by Local 1 shall be submitted to the Department Head and the Chief Administrative Officer. Department initiated alternative work schedules shall be submitted to Local 1. Upon request by the Union Local 1, management shall discuss any proposed alternative work schedules before reaching a decision on implementation. Decisions on implementation and the reasons therefore shall be communicated to Local 1.
- G. Employees shall be allowed rest periods of fifteen (15) minutes during each four (4) consecutive hours of work. Such rest periods shall be scheduled in accordance with the requirements of the individual department but shall generally occur near the middle of each four (4) hour shift. Rest periods are not accumulative and if not taken during the four (4) hour shift, are lost. Rest periods if not taken are lost and may not be accumulated to extend lunch hours or to shorten the work day. Neither shall any additional pay accrue to an employee who misses or loses a rest period.

## **Section 2 Overtime**

- A. Definition: Except as provided in Section 4 below, [Article 10, Section 1 below, or as](#)

otherwise specific in this MOU, overtime shall be defined in accordance with FLSA.  
~~as any authorized time worked beyond forty (40) hours in one work week. "Time worked" shall not be defined to include administrative leave, vacation, authorized compensatory time off, sick leave for work related illness or injury and sick leave.~~

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

C. Compensation: Overtime shall be compensated at one and one half (1-1/2) times the employee's basic hourly rate of pay, or at the employee's request and with the department's approval, compensating time off (CTO) may be taken at the rate of one and one half (1-1/2) times off for each hour worked in lieu of overtime pay.

D. Accumulation and Use of Compensatory Time Off: The maximum accumulation of Compensating Time off (CTO) is 200 hours per employee.

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

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

3. Employees may cash out CTO at any time subject to the approval of the Department Head.

E. Other Provisions

1. Time worked as overtime shall not be used to earn fringe benefits such as but not limited to, sick leave, vacation or CalPERS service credit, or to serve out probation or merit increase periods. Compensatory time off taken may be used as part of the established work week to earn fringe benefits and to serve out probationary and merit step increases.

2. Employees assigned to positions requiring continuous coverage on a twenty-four (24) hour per day, seven (7) days per week basis who are held over at the conclusion of their shift for more than thirty (30) minutes without twenty-four (24) hours advance notice will be paid time and one half from the time they are required/ordered to remain at work if they have worked more than forty hours during the work period.-

3. Overtime shall be paid in accordance with these rules and the provision of the Fair Labor Standards Act.

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

A. When warranted and in the interests of the County's operations, Department Heads or their designees may assign employees, in writing to "on-call" duty for an "on call period". Each on-call period shall consist of a single, seven (7) day FLSA work period.-



- B. "On-call Duty" is an assigned duty outside the normal work week assignment during which an employee must remain where they can be contacted by telephone and be ready for immediate call-back to his/herthe employee's department to perform an essential service.
- C. During the term of this MOU,
  - 1. Employees represented by Local #1 of the Health and Human Services Agency shall be compensated at an hourly rate of 20% of the employee's base hourly rate for each hour the employee is assigned to on-call duty.
  - ~~1.2.~~ Employees working for all other agencies and departments assigned to on-call duty shall be compensated at the rate of ~~An employee assigned on-call duty shall be compensated at the rate of \$1.60~~ \$2.50 per hour.
- D. ~~Notwithstanding the above,~~ if the County and the employee agree, the employee on an approved vacation may be placed on the on-call duty list if the employee is willing and able to return to work if called during the vacation.

**Section 4 Call-Back Compensation**

- A. When an employee returns to work because of a department request made after the employee has completed his/her normal work shift and left the work station, the employee shall be credited with two (2) hours plus any hours of work in excess of two (2) hours in which the employee is continuously engaged in work for which he/she was called back.
- B. An employee who is called back shall be entitled to the aforementioned two-hour minimum only once during a single on-call period or twice during a weekend on-call period.
- C. There shall be no duplication or pyramiding of rates paid under this section. No employee shall be compensated for on-call duty and call-back duty simultaneously. Hours worked on call-back duty shall be deducted from the prescribed on-call duty to determine the appropriate on-call pay.
- D. "Call-back" time is overtime and shall be paid in accordance with overtime pay provisions.
- E. The two-hour minimum shall apply only when an employee is required to physically return to work (e.g. leave home or another off duty location) in order to perform required duties. An employee who performs work after regular work hours, but who is not required to leave home, shall be compensated with a (1) hour minimum or actual time spent at time and one half pay or compensatory time as per the overtime provisions. The parties agree the one (1) hour minimum is not meant to be provided on a per phone call basis and the duplication and/or pyramiding of pay will be prohibited in this instance.



F. Call-back provisions, including the two-hour minimum, shall not apply if an employee is called to work within one hour of their normal starting time. If an employee is called to work within the one hour prior to their normal starting time, they shall be compensated under normal overtime provisions.

**Section 5 Tahoe Employment Differential**

In recognition of limited choices of health care plans and providers and associated costs, employees whose primary work location is in the Tahoe Basin, or whose primary work location was in the Tahoe basin and they were involuntarily transferred to the West Slope as the primary work location, in addition to their regular biweekly salary, shall receive a total of ninety-two dollars and thirty cents (\$92.30) biweekly. Employees working 20 hours or less in a week shall receive half of this amount.

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

**Section 6 Longevity Pay**

Longevity pay for regular employees who were hired into an allocated position prior to the date the Board of Supervisors adopts the 2017 through 2020 MOU shall be granted for continuous service served in an allocated position with the County except as otherwise provided under the terms of this MOU, as follows:

After 10 years	5% of base <u>salarypay</u> *
After 15 years	7.5% of base <u>salarypay</u> *
After 20 years	10% of base <u>salarypay</u> *

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

Longevity pay increases shall be based upon continuous service with the County in an allocated position or service as described above and in Article 6, Section 2.D. of this Agreement ~~and shall be effective on the first day of the biweekly pay period following completion of the required period of service.~~ Longevity pay for those employees who are eligible, shall become effective no later than the full biweekly pay period following the completion of the required period of continuous service.

Base ~~pay issalary is defined as the hourly rate~~ as listed in the County's salary schedule for the employee's classification and step.

Employees represented by the GE, PL, or SU bargaining units who are hired on or after the date the Board of Supervisors adopts the 2017 through 2020 MOU will not be eligible for longevity pay. The County and EDCEA agree to negotiate longevity pay within year two (2) and/or year three (3) of the MOU term.

**Section 7 Acting Pay Assignments**

When an employee is assigned to work in a higher classification for which the compensation

is greater than the classification to which the employee is regularly assigned, and the employee works in such assignment for more than 15 work days, the employee shall receive compensation for such work retroactive to the first day of the assignment at the rate of pay established for the higher classification pursuant to the County's Personnel Rules, under the following conditions:

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

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

- B. Notwithstanding Section 7.A. above, in an exceptional circumstance when a vacancy does not exist but an employee has been assigned to perform duties which exceed the scope of that employee's classification, and when determined and justified at the discretion of the Chief Administrative Officer, the employee will be entitled to pay for a higher classification in accordance with the other provisions of this Section.
- C. Employees selected for the assignment will meet the minimum qualifications for the higher classification. If the employee does not, the Department Head, prior to assigning the employee to the acting position, must provide justification for such selection to Human Resources for approval.
- D. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this agreement.
- E. Higher pay assignments shall not exceed six (6) months except through reauthorization.
- F. If approval is granted for pay for work in a higher classification and the assignment is terminated and later reapproved for the same employee within thirty (30) days, no additional waiting period will be required.
- G. Allowable overtime pay will be paid based upon the rate of pay for the higher class.
- H. Employees who are members of Local 1 and are given an acting pay assignment in a classification in another bargaining unit will continue to have all pay and benefits determined by this Agreement.

## **Section 8**   **Shift Differential**

- A. Any regular employee who is assigned to work and actually works a regular shift that is designated as a Swing Shift, shall receive an additional fifty cents (\$.50) per hour over their regular rate of pay for all hours actually worked and overtime hours actually

worked during the shift.

- B. Any regular employee who is assigned to work and actually works a regular shift that is designated as a Night Shift, shall receive an additional seventy-five cents (\$.75) per hour over their regular rate of pay for all hours actually worked and overtime hours actually worked during the shift.
- C. Notwithstanding A. or B. above, an employee in a 24 hour facility who is required to work a minimum of four hours of an additional assigned swing or night shift, shall receive shift differential for the hours actually worked by the employee during the shift.
- D. Department Heads shall, with the advance written approval of the Human Resources Director, determine which work hours will be designated as either a Swing or a Night Shift within their respective departments.
- E. Employees may select to work Swing Shift and Night Shift opportunities on the basis of their seniority within their job classification in their particular work unit unless the County determines that certain employees should be assigned to the Swing Shift and/or Night Shift for job related reasons. The County will determine the term of any Swing Shift and/or Night Shift assignments and may periodically call for a new round of shift selection by employees.

### **Section 9 Bilingual Differential**

When a Department Head designates in writing that an employee must utilize bilingual skill as a required component of the employee's job duties and necessary in the delivery of County services, an employee will be paid a bilingual differential of \$1.00 per hour for all hours in pay status. The bilingual differential shall be paid for bilingual proficiency in Spanish, Sign Language, or any language determined by the Department Head in writing as necessary to provide primary services to the public. In order to be eligible to receive such differential, an employee must demonstrate language proficiency acceptable to the Department Head as certified in writing to the Director of Human Resources. The County shall adopt a language proficiency testing process to determine employees' qualification to serve as bilingual skill providers. The Human Resources Department shall use a verbal and/or written testing process, depending upon the level of bilingual skill required of the employee, to validate the employee's skills. The County shall utilize existing bilingual skills employees to assess employees' bilingual capabilities when possible. Written authorization for an employee to continue to receive a bilingual differential shall be reviewed and renewed annually by the Department Head.

### **Section 10 [After Hours-Part-Time](#) Social Workers**

A part-time employee in the classification of Social Worker II/III/IV shall accrue eligibility for merit increases based upon an accumulation of hours worked in pay status, excluding on-call hours, and shall be considered for an initial merit increase when the employee's hours in pay status (excluding on-call hours) equals 1040. Each employee shall be considered for subsequent merit increases when the employee's total hours in pay status (excluding on-call hours) equals 2080 hours.

**Section 11 Protective Services Premium**

Employees in the classification of Social Worker III who are assigned to Protective Services Programs within the Department of Social Services shall be placed on the salary schedule with a range equal to that of Social Work IVA, at their current step. At such time as all existing Social Worker IVA's are no longer at that level, the classification of IVA will be deleted and the Classification of IVB will be renamed as Social Worker IV. It is the intent of this change to have two classifications, Social Worker III and Social Worker IV and to delete the Protective Services Premium.

**Section 12 Certification Program**

- A. The County shall provide a certification program for all eligible Development Services Division employees. Compensation for possession of one or more valid certificates is specified below. No employee may receive more than \$200 per month, for possession of any or all of the following certificates.

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

(Dollar amounts represent monthly amounts for certification listed.)

- ICBO Building Inspector Certificate (\$25.00) or
- ICBO Combination Inspector Certificate (\$50.00)
- ICBO Combination Dwelling Inspector Certificate (\$25.00)
- ICBO Combination Light Commercial Inspector Certificate (\$50.00)
- ICBO Permit Technician (\$25.00)
- IFCI Uniform Fire Code Inspector Certificate (\$25.00)
- CEC Energy Plans Examiner Certificate (\$25.00)
- ICBO Electrical Inspector Certificate (\$25.00)
- ICBO Plans Examiner Certificate (\$50.00)
- CABO Building Official Certificate (\$75.00)
- ICBO Reinforced Concrete Special Inspector Certificate (\$25.00)
- ICBO Pre-stressed Concrete Special Inspector Certificate (\$10.00)
- ICBO Structural Masonry Special Inspector Certificate (\$25.00)
- ICBO Structural Steel/Welding Special Inspector Certificate (\$25.00)
- ICBO or IAPMO Plumbing Inspector Certificate (\$25.00)
- ICBO or IAPMO Mechanical Inspector Certificate (\$25.00)
- CCEC or SCACEO or AACE Code Enforcement Officer (\$25.00)

- ICBO = International Conference of Building Officials
- IAPMO = International Association of Plumbing and Mechanical Officials
- IFCI = International Fire Code Institute
- CEC = California Energy Commission
- CABO = Council of American Building Officials
- CCEC = California Code Enforcement Corporation
- SCACEO = So. California Code Enforcement Official
- AACE = American Association of Code Enforcement

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

**Section 13** ~~Psychiatrist On-Call Pay~~

**A.** ~~FLSA Status~~

- 1. ~~The parties agree that Psychiatrists are exempt employees under the Fair Labor Standards Act (FLSA) but subject to the provisions of this MOU. An employee in the class of Psychiatrist who is assigned to be in an "on-call" ( e.g., medical backup) status to provide emergency psychiatric services shall receive two (2) hours of pay at the Psychiatric Clinician Extra Help rate for each on-call shift so assigned. An "on-call", (e.g., medical backup) shift shall include all hours within a 24 hour period in which the Psychiatrist is assigned to be medical backup.~~
- 2. ~~On weekends and/or holidays, an employee assigned to a 24 hour on-call shift and who returns to the Psychiatric Health Facility to make "rounds" shall, in addition to the above, receive an additional two (2) hours of pay at the Psychiatric Clinician Extra Help rate.~~
- 3. ~~This provision codifies the historical pay practice of the Health and Human Services Agency and reflects the full and complete understanding of the parties regarding pay entitlement for Psychiatrist(s) assigned to such on-call duty.~~

~~B. In addition to the provision of A.1, and 2 above, an employee assigned to a 24 hour on-call shift (e.g., medical backup) and returns to the Psychiatric Health Facility on a weekend and/or holiday to make "rounds" shall, in addition to the on-call pay specified in A.2, above, receive pay at the Psychiatric Clinician Extra Help rate for any additional hours actually worked over two hours in which the employee is continuously engaged in work for which the employee is called back.~~

**Section 1413** ~~Hazardous Material Assignment Differential~~

Effective the beginning of the first full pay period following adoption by the Board of Supervisors, employees in the Senior Environmental Health Specialist classification in the ~~Community Development Agency~~Environmental Management Department who are assigned

by the ~~Agency Director~~Department Head the responsibility to perform the full scope of hazardous materials duties under the Certified Unified Program Agency (CUPA) shall receive a 9.5% pay differential over the employee's base hourly rate (for all pay status hours during the term of such assignment). When such an assignment is terminated at the discretion of the ~~Agency Director~~Department Head and the employee in the classification of Senior Environmental Health Specialist is no longer performing hazardous material duties, the employee will no longer be entitled to the 9.5% differential. Loss of this differential pay shall not be considered a performance issue and is not subject to appeal or to the grievance procedure.

**Section 1514** POST Certificate Pay

Employees in the class of Senior Investigator (Public Defender) shall, in lieu of longevity pay, receive 3.5% of base salary for possession of an Intermediate POST Certificate, and 5.0% of base salary for possession of an Advanced Certificate, for a total of 8.5%.

**Section 16-15** CPA and CPA-G Certification

An employee in the classes of Accountant, Senior Accountant, Accountant/Auditor, Supervising Accountant/Auditor, Cost Accountant, or directly related classes who are charged with performing professional accounting responsibilities and who are California Certified Public Accountants holding a current California CPA certificate shall receive a differential of 10% of base salary for possessing such certification.

An employee in the classes of Accountant, Senior Accountant, Accountant/Auditor, Supervising Accountant/Auditor, Cost Accountant, or directly related classes who are charged with performing professional accounting responsibilities and who are California Certified Public Accountants holding a current California CPA-G certificate shall receive a differential of 5% of base salary for possessing such certification.

**ARTICLE 8 ALLOWANCES FOR WORK-RELATED EXPENDITURES**

**Section 1** Tuition Reimbursement for Accredited Academic Courses

A. Employee-Requested Courses

1. Applicability:

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

2. Requirements for Partial Reimbursement of Tuition:

- a. The requesting employee must be and have been in a regular full-time position in the County for at least two (2) years prior to the start of the course in question.
- b. The subject matter of the course must be directly related to the employee's

present position or to a position within the normal line of promotion within County service for the employee's current classification.

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

### 3. Limitations

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

### B. County-Required Training

Education or training required by the County as a condition of continued employment in the employee's present position shall be reimbursable at 100% or paid directly by the County and shall take place on County time if possible. Reimbursement shall be in accordance with the Board Travel Policy, D-1.

### Section 2 Mileage Reimbursement

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

### Section 3 Sheriff's Department Employees - Uniforms and Meals

~~A. Full time employees assigned to any classification in the bargaining unit within the~~

~~Sheriff's Department who are required to wear a uniform shall receive a uniform allowance of \$340 per year paid in equal installments in each regularly scheduled pay check. However, employees in the classification of Sheriff's Security Officer who are required to wear a uniform shall receive a uniform allowance of \$700 per year paid in equal installments in each regularly scheduled pay check and funded by the Sheriff's Department budget.~~

~~Such employees shall be required to wear the prescribed uniform and comply with the Sheriff's Department policy related to wearing of such uniforms. In no way shall the application of this provision be construed to imply any expectation of performance in active law enforcement nor eligibility for benefits associated with law enforcement or correctional activities.~~

- A. Employees in the classification of Sheriff's Security Officer who are required to wear a uniform shall receive a uniform allowance of twenty-six dollars and ninety-two cents (\$26.92) in each pay period for 26 pay periods. Employees in the Property – Evidence Technician classification series who are required to wear a uniform shall receive a uniform allowance nineteen dollars (\$19.00) in each pay period for 26 pay periods. All other full-time employees assigned to any classification in the bargaining unit within the Sheriff's Department who are required to wear a uniform shall receive a uniform allowance of thirteen dollars and seven cents (\$13.07) in each pay period for 26 pay periods.

Such employees shall be required to buy, maintain, and wear the County-prescribed uniform and comply with the Sheriff's Department policy related to wearing of such uniforms. The Uniform allowance shall be funded by the Sheriff's Department budget. In no way shall the application of this provision be construed to imply any expectation of performance in active law enforcement nor eligibility for benefits associated with law enforcement or correctional activities.

- B. Notwithstanding Section 3.A. above, uniforms or work clothes shall be provided to employees and replaced as necessary as determined by the Sheriff or designee.
- C. The County will provide to employees covered by this Agreement, who work in the Jail, one meal per shift if the employee is required to remain on-site during the meal period. The provided meal shall be the same meal which is prepared for inmates.

#### **Section 4** Uniforms and Uniform Allowances

It is understood that the Department Head retains the right to mandate the wearing of specific clothing when it addresses specific safety needs of the employee, the public and/or the Department.

- A. For ~~Community Development Agency~~ Transportation ~~Division~~ employees assigned to work for a majority of their assigned hours in the Soils Lab, the County will pay Eleven Dollars and Fifty-Three Cents (\$11.53) biweekly for each employee who is in paid status and required to wear a County provided uniform/work clothes. The employee must maintain those uniforms/work clothes.
- B. ~~Community Development Agency~~ Transportation ~~Division~~ employees whose duty



assignment primarily involves field work shall receive, upon request, six (6) uniform shirts. ~~Community Development Agency~~ Transportation ~~Division~~ employees whose duty assignment primarily consists of office work and who perform only occasional field work shall receive, upon request, two (2) uniform shirts. Employees who receive uniform shirts shall be required to wear them in the performance of their field work duties. Uniform shirts shall be replaced as necessary as determined by the ~~Division Director~~Department Head or designee.

## **Section 5** Boot Allowance

Employees; who are in paid status and required by a Department to wear boots, or other specific footwear for safety, shall receive once per year ~~on the pay day of Pay Period 15 of each year~~ a boot allowance of two hundred dollars (\$200.00). The Department will make the request for appropriate boot allowance once per year with the prescribed form or system. The boot allowance shall be automatically renewed annually until such time the Department no longer requires the employee to wear boots, or other specific footwear for safety, and the allowance is discontinued by the Appointing Authority or designee with the prescribed form or system.

## **ARTICLE 9 EMPLOYEE BENEFITS AND RETIREMENT**

### **Section 1** Medical/Dental

- A. A mutual goal of the County and the Local 1 is to limit and manage the impacts of health plan costs on both County employees and the County's budget.
1. The County and Local 1 agree to continue, during the terms of the MOU, to meet and work on long term options for payment of health care costs. For the term of this MOU, the parties agree to implement a standardized cost sharing for the health insurance premium contribution rates, with the County paying 80% of the consolidated employee benefit ratepremium for full-time employees and the employee paying 20% of the consolidated employee benefit ratepremium.

The consolidated employee benefit rate shall include:

- a. Health rates
- b. Vision rates
- c. Dental rates
- de. EDC Administration Fee, which shall consist of the following:

- 1. One full-time equivalent (FTE) Human Resources Risk Management Analyst, a budgeted expense
- 2. One full-time equivalent (FTE) Principal Human Resources Analyst, a budgeted expense
- 3. One .50 FTE Human Resources Risk Management Technician, a budgeted expense
- 4. Direct billing from Chief Administrative Office - Fiscal Office for Risk fiscal support

- [5. Risk and Countywide Overhead Allocation as approved by the Cost Allocation Methodology, a budgeted expense](#)
- [6. Third Party Administration Fees](#)
- [7. Broker Fees for the current year](#)
- [8. Collection Fees incurred by Revenue Recovery in the collection of outstanding employee benefit deductions](#)
- [2.9. Direct billing from Information Technology for programming and web development fees for the benefit program](#)

- 2. Health care coverage is on a calendar year (January 1 – December 31). Rates for the ensuing calendar year for these bargaining units shall be effective upon approval of the Board of Supervisors, but no earlier than the pay period containing December 1. Beginning with the 2014 plan year, premiums for the United Health, Kaiser and Blue Shield health insurance plans will be unblended. The County will also install a Blue Shield ABHP PPO option with a deductible of \$1,250.00 per year.
- 3. Effective the pay period containing December 1, the contributions shall be as per the health plan published rates.
- 4. For part-time employees, hired on or after September 7, 1991 the County will contribute a prorated share of the costs listed as specified in Article 9, Section 1.C, below. The sum of the County and Employee Contribution shall constitute full payment, excluding deductibles, co-payments, and other fees and charges as specified in the Plan.
- 5. For purposes of the Article, a full-time employee is defined as an employee in an allocated position whose regular work schedule on an ongoing basis is 80 hours of work in each pay period; a part-time employee is defined as an employee who is in an allocated position and whose regular work schedule on an ongoing basis is less than 80 hours of work in a pay period.
- 6. In order to be eligible for County Contribution, other than required by law, a full-time employee must be in pay status, i.e., where the employee is receiving pay from work hours, compensatory time off, vacation or sick leave in accordance with Paragraph 5, above. An employee who is receiving Worker's Compensation, temporary disability shall be eligible for continuation of the County's Contribution until such time as eligibility for Worker's Compensation, temporary disability ceases.
- 7. An employee who ceases to be eligible for County Contribution must pay directly to Risk Management the full amount of employee and County Contribution in order to retain benefit coverage under the County-sponsored Health/Dental benefit plan.
- 8. The County will not contribute toward the cost of any plan other than those specifically sponsored by the County.

B. Health Plan Benefits are described in the Specific Health Plan Document.

C. Part-time Employees: Any part-time employee and dependents, who, on September 6, EDCEA Local 1

1991, are being provided with the same benefit contribution as full-time employees, will continue to receive full-time benefit contribution throughout the term of this Memorandum. A part-time employee, hired on or after September 7, 1991, whose regular work schedule is more than 32 hours per pay period shall be eligible to participate in the health/dental insurance programs on a pro rata basis according to the following schedule.

1. The County shall pay the full County Contribution to the health/dental costs as specified in Article 9. Section 1.A.2 above for a part-time employee whose regular work schedule as documented on the payroll personnel form is between 64 to 79 hours per pay period on an ongoing basis; the Employee Contribution will be automatically deducted from the biweekly pay check.
2. The County shall pay 75% of the County Contribution to the health/dental costs as specified in Article 9. Section 1.A.2 above for a part-time employee whose regular work schedule as documented on the payroll personnel form is 40 to 63 hours per pay period on an ongoing basis; the remaining 25% of the County Contribution plus the Employee Contribution will be automatically deducted from the biweekly pay check.
3. The County shall pay 50% of the County Contribution to the health/dental costs as specified in Article 9. Section 1.A.2 above for a part-time employee whose regular work schedule as documented on the payroll personnel form is 32 to 39 hours per pay period on an ongoing basis; the remaining 50% of the County Contribution plus the Employee Contribution will be automatically deducted from the biweekly pay check.
4. Part-time employees whose regular work schedule is less than 32 hours per pay period shall not be eligible for participation in the County health/dental insurance program.

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

5. Full-time employees, who are required to reduce their work schedule (to part time) as a result of a compensable injury under the Workers Compensation law that occurred during their employment with the County, shall maintain the same health insurance contributions as full-time employees.

#### D. Enrollment

1. Employees may enroll themselves and their eligible dependents in accordance with the provisions of the Plan.

Employees may opt not to be covered by a County sponsored medical/dental plan

as allowed by law. In such case, neither the County nor the employee shall be required to make the contributions specified in Article 9. Section 1.A or C above, as allowed by law.

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

#### E. Terms & Conditions

1. County sponsored medical/dental plan coverage starts the first day of the month following date of hire and ends the last day of the month of termination of employment. Retirees, at their own expense, may continue to be enrolled in the County-sponsored plan, or may be eligible for contributions pursuant to Article 9, Section 9.D. Health Plan coverage shall be in accordance with the provisions of the Plan. Employees who retire or who separate from County service may, at their own expense, continue to be enrolled in the County sponsored plan in accordance with provisions of the plan or as provided by law.
2. The parties agree that the County Medical/Dental/Vision Plan is a Defined Benefit Plan, and that the County is required to provide the specified benefits during the term of this Memorandum of Understanding regardless of the level of contribution by the County and its employees.

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

An employee who is a member of the United States Reserve Armed Forces or the National Guard and is called to or volunteers for active military duty in response to a call-up by the President of the United States as provided for by law, shall continue to be eligible for coverage under the applicable medical/dental plan, notwithstanding the employee's absence due to the call-up or ineligibility due to such absence. Coverage shall continue for a period of time as specified by the Board of Supervisors. In no case shall the coverage continuation be less than one (1) year from the date the employee commences an approved military leave of absence, or until the employee returns from active duty, whichever occurs first. Such continuation of coverage is contingent upon being allowed under the health care plan chosen by the employee.

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

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

of Article 9 of this Memorandum of Understanding shall apply with full force and effect.

#### G. Patient Protection and Affordable Care Act

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

#### H. South Lake Tahoe

Contingent upon the conditions of the current Specific Health Plan Document, the Parties shall explore whether it is possible to have an alternative medical benefit for employees in the South Lake Tahoe area.

### **Section 2** Life Insurance

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

### **Section 3** Long Term Disability

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

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

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

### **Section 5** Plan Documents or Contracts Controlling

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

### **Section 6** Injury or Illness Leave Time

The County and Local 1 agree to the following in regard to "leave time" associated with employee injury and illness:

A. When an employee is off work due to an illness or injury, the County will work with Local 1 to offer a plan that allows for crediting of service time to the extent possible under the law and CalPERS rules. The parties understand that employees' use of their accrued time, e.g., sick leave, vacation, etc., counts as service credits for CalPERS purposes.

B. Family Medical Leave Act (FMLA) and California Family Medical Rights Act (CFRA)  
EDCEA Local 1

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

- C. Employees off work due to a medical leave of absence shall be required to use accumulated sick leave, which may be integrated with SDI, LTD, Worker's Compensation, etc., if necessary, before using any other County paid or unpaid leaves. Employees may elect to "bank" up to eighty (80) hours of their sick leave for use upon their return to work. Employees will be allowed to use accumulated vacation, compensatory time off, etc., during a medical leave.
- D. For employees who are off work and eligible for FMLA, the County will continue its health insurance contribution, as defined in Article 9, Section 1, on the employee's behalf (employees will be responsible for their portion), up to the time of the employee's separation from County service,. An employee who is receiving less than their scheduled hours as stated above and who ceases to be eligible for County contribution, must pay directly to Risk Management the full amount of the employee and County contributions, as prorated below, in order to retain benefit coverage under the County sponsored Health/Dental/Vision Benefit Plan.

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

- E. The County will conduct periodic assessments of the status of an employee on medical leave. Assessments will be conducted at thirty (30) days of leave (or 90 days of limited duty) and at least every ninety (90) days thereafter. The employee will be provided with the opportunity to provide input into the assessment.
- F. At any point the medical condition of an employee appears to be permanent, long term, of uncertain duration or likely to preclude the employee's ability to return to work, the County will move to separate the employee and, if the employee is eligible, make application to [CalPERS](#) for a disability retirement on behalf of the employee.- If an employee is not eligible for [CalPERS](#) retirement, then the County will refer the employee to long-term disability (LTD). Notwithstanding Article 10, Section 3.F., Payment for unused Sick Leave, employees medically separated under disability retirement shall be paid all of their unused accrued sick leave. If an employee is denied disability under [CalPERS](#) or LTD, the employee will return to work.
- G. Employees who return to work and are receiving Worker's Compensation benefits, and have follow-up doctor's appointments related to their Workers Compensation injury/illness, may use regularly paid work time for these doctor's visits. Eligibility for use of County paid time for these doctor's visits is limited to up to forty-eight (48) hours per injury.
- H. Modified Duty - The County of El Dorado has a return-to-work philosophy. The purpose is to return employees to employment at the earliest date following any injury or illness. The County desires to speed recovery from injury or illness and reduce insurance costs.

This philosophy applies to all employees and will be followed whenever appropriate. The County of El Dorado defines “transitional” work as temporary modified work assignments within the employee’s physical abilities, knowledge, and skills. Where feasible, transitional positions will be made available to injured employees in order to minimize or eliminate time loss. As related to this section, for any business reason, at any time, the County may elect to change the working shift of any employee based on the business needs of the County.

Transitional/temporary positions are provided with consideration of the employee’s physical abilities per the employee’s medical provider, the business needs of the County of El Dorado, and the availability of transitional work.

### **Section 7 Employee Assistance Program**

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

### **Section 8 IRC 125 Plan**

The County agrees to provide an IRC 125 Plan for employees covered by this Memorandum of Understanding who are in a County Health Plan for the sole purpose of providing for employee paid Health Plan contributions to be paid through the IRC 125 account.

### **Section 9 Retirement Benefits**

Calculation of each employee’s contribution toward normal cost will be administered as required by CalPERS.

A. Employees’ CalPERS Contributions. Each employee subject to the 2% at age 55 and 2% at age 60 pension Tiers 1 and 2 described in Section 9(B) below will pay 3% of reportable compensation to help fund their pension. Each employee subject to the 2% at age 62 pension Tier 3 will pay 50% of the normal cost of their pension.

B. CalPERS Retirement Formula.

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

1. Retirement benefits for employees hired Classic members entering membership for the first time in the miscellaneous classification, prior to October 5, 2012, shall be calculated using the retirement formula of 2% @ 55 with Single-Highest Year Final Compensation. (Tier 1)
2. Retirement benefits for Classic members entering membership for the first time in the miscellaneous classification, 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. (Tier 2)
3. Effective January 1, 2013, New members to the CalPERS system shall have retirement benefits calculated using the retirement formula of 2% at age 62, with Average of Three-Year Final Compensation. (Tier 3).



- C. Taxes on [CalPERS](#) Contributions  
The County agrees to continue the provisions contained in Section 414(h) (2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions to [CalPERS](#).
- D. Retiree Health Coverage For all employees hired before January 1, 2009 who attain a cumulative total completed years of service (excluding extra help service and provisional) with the County of El Dorado as specified below, shall be entitled to the percentage monthly contribution of the “employee only” low-deductible PPO medical coverage rate (strictly health and not to include dental or vision) at retirement toward a County-Sponsored Health Plan as follows:

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

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

County contributions for all bargaining units under this program shall not exceed 1.2% of total County payroll costs during any given fiscal year pursuant to the provisions of the Retiree Health Benefits Contribution Plan Document.

In lieu of the above, a retiring employee with 20 or more years of service with the County of El Dorado shall have a one-time irrevocable option to elect four (4) years of contributions, at the low-deductible PPO medical coverage rate (not to include dental and vision), toward a County-Sponsored Health Plan or Alternate County-Sponsored Health Plan in which the retiree is otherwise eligible to enroll. Retired employees have the option to include eligible dependents at additional cost.

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

- E. 1959 Survivors Benefits - The County will provide to employees Level 3 of the 1959 Survivors Benefits, as defined in [CalPERS](#) Section 21573. Each employee shall contribute .93 cents per pay period as required by [CalPERS](#) regulations. This benefit applies to employees currently enrolled in the 1959 Survivor Benefits option.

## ARTICLE 10 PAID LEAVES

### Section 1 Holidays

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



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

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

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

Regular employees shall be entitled to up to sixteen (16) hours of floating holiday time. This time will be credited in pay period 01 of each year.

Newly hired regular employees (hired after pay period 01 but before pay period 13) shall be entitled to eight (8) hours of floating holiday time in their first year of employment. This time will be credited in pay period 13 of the new employee's first year.

Floating holidays shall be taken at a time agreeable to both the employee and the appointing authority. Part time employees shall receive this holiday time on a ~~pro~~ rated pro-rated basis.

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

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

1. If an employee works a nonstandard (rather than Monday through Friday) work schedule, their first day off shall be treated as if it was a Saturday and their second day off as if it was a Sunday.
2. It is the intent of this section to give all full time unit employees the same number of days off [thirteen (13) eight (8) hour days] with pay for holidays.

3. Employees occupying positions which must be staffed seven (7) days per week regardless of holidays shall observe holidays on the actual day.

D. If a full-time or part-time employee is required to work on an official County holiday or observed holiday in lieu, the employee shall be ~~entitled to be compensated at the overtime rate paid premium compensation at double time and one-half of their base hourly rate of pay for the first eight hours worked (for part-time employees the number of hours will be based on the percentage of full time hours worked during the biweekly pay period as stated in Section 1, F. below) on the holiday and time and one-half of their base hourly rate of pay for all additional hours worked on the holiday.~~ Hours worked on a holiday -Overtime- shall be compensated in cash or in compensatory time off (CTO) ~~in accordance with the provisions of Article 7, Section 2.C.~~

E. Regular full-time employees shall be entitled to take all authorized holidays at their base pay, including longevity, not to exceed eight (8) hours for any one (1) day, provided they are in a pay-paid status for the full day on both their regularly scheduled work days immediately preceding and following the holiday. ~~Part time employees shall be entitled\*/ to holiday pay in proportion to the percentage of full time hours worked during the biweekly pay period which includes a holiday.~~

F. Regular part time employees shall be entitled to holiday pay as described above in proportion to the percentage of hours worked during the biweekly pay period which includes a holiday, not to be compounded and not to exceed eight (8) hours for any one (1) day. The holiday hours paid but not worked will not be used in the calculation of the percentage of hours worked that determines how many holiday hours will be paid.

## **Section 2 Vacations**

Unit employees receive vacation benefits consistent with the provisions of the El Dorado County Personnel Rules subject to the provisions herein:

### A. Accumulation Earned

- ~~Under four years employment~~First through forty-eight months of employment:  
.03875 per hour on pay status (3.1 hours earned per full pay period paid).  
Maximum accumulation of 240 hours.
- ~~Between the fourth and eleventh years~~Forty-ninth through one hundred and thirty-second months of employment: .05875 per hour on pay status (4.7 hours earned per full pay period paid).  
Maximum accumulation of 320 hours.
- ~~Over eleven years~~One hundred and thirty-third and higher months of employment:  
.0775 per hour on pay status (6.2 hours earned per full pay period paid).  
Maximum accumulation of 320 hours.

### B. Limitations

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

4.2. Extra-help, CETA or other employment time may not count toward the required continuous employment for vacation benefits.

C. Donation of Vacation Time

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

**Section 3 Sick Leave**

A. Accrual

Every regular employee shall accumulate sick leave at the rate of .04625 per hour on a pay status, calculated on the basis of actual service (3.7 hours earned per full pay period paid). There is no maximum accumulation. The accumulation rate for sick leave is based upon regular hours worked, not overtime hours.

B. Eligibility

1. New employees are eligible to use sick leave with pay after completion of two (2) full biweekly periods of continuous service with the County of El Dorado.

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

C. Verification

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

1. If an employee who has taken sick leave is suspected of sick leave abuse, the Department may institute an investigation. Based on the results of that investigation, appropriate action will be taken.
2. The County may request that the employee provide a physician's statements or acceptable substitute during an absence if the employee receives notice prior to returning and the absence is longer than three days. However, if an employee has a record of excessive sick leave use, or if the employee's leave use is suspect, the

County may require a physician's letter or other acceptable substitute before authorizing future sick leave usage. Examples of excessive sick leave usage might include but are not limited to:

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

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

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

#### D. Usage

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

1. The employee's illness, injury, disability or exposure to contagious disease which incapacitates him/her from performance of duties.
2. The employee's receipt of required medical, dental or optical care or consultation.
3. Employees may integrate their sick leave with their Worker's Compensation as provided for by State Workers Compensation laws. In addition, employees may integrate this sick leave with their S.D.I. Benefits in accord with Article 9, Section 4.
4. The employee's attendance to care for a family member ~~of the immediate family~~ as defined by and in accordance with applicable State and/or Federal law, including the FMLA and CFRA (Family Medical Leave Act and California Family Rights Act; currently define immediate family as child, spouse/registered domestic partner, or dependent parent), who is ill.
5. The employee's preparation for or attendance at the funeral of a member of the immediate family. (Funeral Leave) For the purpose of this paragraph D.5., immediate family means: parent, spouse, son, daughter, sibling, mother-in-law, father-in-law, brother-in law, sister-in-law, grandparents or grandchildren by blood or marriage, or any person who is a regular member of the employee's household or for which the employee has been designated legal guardian. Under this paragraph D.5., an employee shall be allowed a reasonable amount of sick leave time to travel, attend and return from the funeral.

#### E. Incapacity to Perform Duties

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

#### F. Payment for Unused Sick Leave

1. In order to receive payment for unused sick leave at the time of retirement, layoff, or voluntary termination, a County employee must have five or more years of County service. However, an employee hired after January 1, 2014 may only receive payment for unused sick leave at the time of retirement or layoff.
  - a. Employees with Over 5 years of service:  
Shall receive 20% of their unused sick leave paid.
  - b. Employees with Over 10 years of service:  
Shall receive 40% of their unused sick leave paid.
  - c. Employees with Over 15 years of service:  
Shall receive 70% of their unused sick leave paid.
  - d. Employees with Over 20 years of service:  
Shall receive 100% of their unused sick leave paid.
  - e. In the event an employee dies while in active service with the County their sick leave payoff will be made in accord with the above schedule and the limitation of this Section and will paid in the same manner as the final check.
2. Maximum number of hours paid shall not exceed 500. Employee's last hourly rate of pay shall be used in computing payment.

#### G. Retirees' Conversion of Sick Leave to Health Insurance Premium

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

This Section G titled Retirees' Conversion of Sick Leave to Health Insurance Premium as stated above was discontinued for all newly hired employees effective the first full pay period following approval by the Board of Supervisors of the effective date of the Parties' 2010 through 2013 MOU.

#### **Section 4 Supervisory Leave**

Employees in the Supervisory (SU) Unit will receive up to sixteen (16) hours of Supervisory

Leave in pay period 01 of each year. Part time supervisory employees shall receive this leave time on a pro-rated basis. Such leave does not accrue from year to year and must be used by the last day of pay period 26 of each year. This benefit is forfeited immediately upon leaving the Supervisory (SU) Unit.

#### **Section 5** Court Appearances

The provisions of the Personnel Rules will apply to any employee who shall be called as a witness arising out of and in the course of his/her employment with another governmental agency. An employee called back to work to testify pursuant to a subpoena shall receive at least three (3) hours of paid time.

#### **Section 6** Contracts with State for Employee Services

A department may, when it determines it is in the best interests of the County, enter into a contract with the State to outstation a department employee for a temporary period to perform services and tasks for the State pursuant to contract. Such temporary reassignment shall be with the concurrence of the employee and in no case exceed one year, except by mutual agreement between the County and Local 1.

The State shall, pursuant to contract, reimburse the County for all salary and benefits received by the employee, as prescribed by the Memorandum of Understanding, during the temporary period of reassignment.

### **ARTICLE 11 PERSONNEL PRACTICES**

#### **Section 1** Probationary Periods

##### A. Duration

Probationary periods are considered as a continuation of the selection process and apply to all initial appointments, promotions employee initiated lateral transfers to a different position, and as provided in Article 11, Section 1.B.1., below. Nothing herein is intended to create a "For Cause Standard" for release during a probationary period.

1. Employees in the General (GE) unit shall have an initial probationary period of twenty-six (26) biweekly pay periods.

There shall be no probationary period for employees promoted to a higher classification(s) in positions established as alternately staffed positions in the personnel allocation list, provided the employee has completed the probationary period in the lower classification. If the employee has not completed the probationary period in the lower classification, the probationary period will continue until the employee has worked the required number of pay periods in the position.

2. Employees initially hired into or promoted into classifications in the Professional (PL) and Supervisory (SU) Units shall have a probationary period of twenty-six (26) biweekly pay periods.

Except as provided below, there shall be no probationary period for employees

promoted to the higher classification(s) in positions established as alternately staffed positions in the personnel allocation list, provided the employee has completed the probationary period in the lower classification. If the employee has not completed the probationary period in the lower classification, the probationary period will continue until the employee has worked the required number of pay periods in the position.

Employees covered by the California Administrative Code, Title 2, Division 5, Local Agency Personnel Standards (LAPS) will have probationary periods as required by LAPS regulations.

3. Employees promoted from one County classification to another in the same classification series shall have a promotional probationary period of thirteen (13) biweekly pay periods unless otherwise provided in this Section.
4. For all employees, individual probationary periods shall be extended commensurately by each hour an employee is on authorized leave for more than ten consecutive work days. Leaves include but are not limited to vacation, sick leave, compensatory time off and leaves without pay, including leaves granted under the Family Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave, Americans with Disabilities Act, and Workers' Compensation Laws. Employees who request and receive a temporary modified duty assignment due to medical conditions, such that they are not performing the essential job functions of their position, shall have their probationary period extended for each hour of such modified duty assignment.
5. Time worked by an employee while receiving acting pay pursuant to Article 7, Section 7, shall count toward completion of the probationary period only under the following conditions:
  - a. At the time the employee was designated as eligible for acting pay pursuant to Article 7, Section 7, the employee shall have been reachable on an employment list for the position compiled by Human Resources or Merit Systems.
  - b. There is no break in service between the employee's work in an acting status and the employee's promotion into the position.
  - c. To the extent that the probationary period, when combined with employment in such status, shall not exceed one year.
  - d. Notwithstanding subparagraph c., the employee shall serve a minimum of a six month probationary period.
6. Time worked in a position by an employee in a temporary, extra help position shall count toward completion of the probationary period only under the following conditions:
  - a. The employee shall have been reachable on an employment list compiled by Human Resources at the time the employee was appointed to the position as a temporary, extra help employee.

- b. There is no break in service between the employee's work as a temporary, extra help employee and their appointment as a regular employee.
  - c. To the extent that the probationary period, when combined with employment in such status, shall not exceed one year.
  - d. Notwithstanding subparagraph (c)., the employee shall serve a minimum of a six-month probationary period.
7. An employee who is not rejected prior to completion of the prescribed probationary period, unless extended per the provision herein shall acquire permanent status automatically.

## B. Status of Employee

### 1. Probationary Period Required

A probationary period is required in the following circumstances:

- a. upon initial appointment to a position in a class in the classified service;
- b. upon promotion to a position in a class in the classified service;
- c. upon voluntary demotion or transfer to a position in a different class series in which the employee has not previously achieved civil service status unless a Department Head and employee agree to waive or reduce the probationary period;
- d. upon displacement to a classification in a different class series where the employee has not completed probation at the lower level;
- e. upon displacement resulting from layoff or release from probation after promotion where total time in the higher and lower level classes is less than the required probationary period at the lower level;
- f. upon transfer to a position in the same classification in a different department when the employee has not attained permanent status in the class, except that the total time in the probationary period in the class shall not exceed one year;
- g. upon reclassification to a class at the same or higher salary range unless waived by the appointing authority;
- h. in any other circumstance not specifically excluded in B.2.

### 2. Probationary Period Not Required

A probationary period shall not be required:

- a. upon involuntary demotion;
- b. upon displacement resulting from layoff or release from probation after promotion where time in higher and lower level classes satisfies the required probationary period at the lower level;
- c. upon voluntary demotion to a position in a class in the same class series when the employee has completed the required probationary period in a higher level class;
- d. upon reassignment to a position in the same class in the same department;



- e. upon transfer of the employee to a position in the same class in a different department when the employee has previously achieved permanent status in the class except where the Department Head and employee concur on a probationary period not to exceed thirteen (13) pay periods;
- f. upon restoration resulting from a layoff to their former position or lower position in their class series where the employee had completed a probationary period;
- g. upon reclassification to a classification in which the incumbent is Y-rated.

#### C. Right of Return

1. An employee shall have the right of return to a position in a class in the GE, PL and SU bargaining units which the employee previously occupied when the employee fails to satisfactorily complete the probationary period after being promoted.
2. An employee who fails to satisfactorily complete a probationary period in a new class as a result of a voluntary demotion or transfer to a class in a new class series or transfer in the same class in a different department where the parties have agreed upon a probationary period, shall have the right of return to a position in the class and department from which the employee previously occupied if the employee had achieved Civil Service status in the class and provided such right shall be exercised within ninety (90) days of the effective date of the transfer or voluntary demotion. After ninety (90) days, an employee who does not satisfactorily complete the new probationary period shall have a right of return to any vacant position in the former class and department for a period not to exceed six (6) months.

#### D. Expectations for Probationary Employees

At the beginning of all probationary periods, the employee will receive a written statement of expectations signed by the supervisor and the employee. The supervisor shall retain the copy signed by the employee and provide a copy to the employee. The supervisor shall meet with the probationary employee after approximately six months of continuous employment to review the employee's progress towards passing probation.

#### E. Rejection During Probation

The appointing authority may reject a probationary employee at any time during the probationary period without the right of appeal in any manner and without recourse to either the Grievance or Appeal Procedure; except when the employee alleges and substantiates in writing that the rejection was due to political or religious or union activities, race, color, national origin, sex, age, disability or sexual orientation, or as otherwise protected by law. For employees not in the Department of Health Services, Division of Social Services, appeals on this basis shall be processed through the County's Discrimination Complaint Procedure. For employees in the Department of Health Services, Division of Social Services, appeals on this basis shall be processed through the California Administrative Code, Title 2, Division 5, Local Agency Personnel Standards. The appointing authority shall notify the employee in writing that he/she is rejected during probation. No reasons for the action are necessary.

#### F. Rejection During Secondary Probation

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

## **Section 2 Performance Evaluations of Employees with Civil Service Status**

Except as provided herein, employees with civil service status shall be evaluated at least once each calendar year. Such evaluations shall be in writing on the prescribed form and shall be due on or about the anniversary date of the employee's most recent performance salary step increase.

Supervisors are encouraged to provide regular and comprehensive feedback to employees on their performance and to maintain a record of feedback given to employees.

Performance salary step increases are provided in accordance with Article 6 Section 2(B) of the MOU and are accomplished by the Department submitting a Payroll/Personnel form and a recommendation from the appointing authority to the Human Resources Department that the employee meets standards for the position and is eligible for step advancement. Performance salary step advancements shall be effective on the first day of the biweekly pay period following completion of the required period of service. Failure to grant a performance salary step increase may be appealable under the Personnel Rules.

Good performance is to be acknowledged by use of letters of commendation and/or recognition which are submitted to Human Resources for inclusion in employee's personnel files. Letters of commendation and/or recognition from outside the department are to be forwarded to Human Resources with a copy to the department for inclusion in the employee's personnel file. Neither the contents of an employee's performance evaluation nor failure to provide letters of commendation and/or recognition are ~~not~~ grievable or appealable.

An employee may review a performance evaluation with the employee's Department Head before the evaluation is placed in the employee's personnel file. The employee must request the review within ten working days of receiving the evaluation. The employee may have a representative during this meeting. An employee may also submit a written response to a performance evaluation, which shall be attached to and permanently filed with the performance evaluation in the employee's personnel file.

Sheriff's Department policy will govern performance evaluations for all Sheriff's Department employees.

The County is updating its performance evaluation process for non-Sheriff's Department employees. It is the County's goal to improve the accuracy and value of evaluations. The County will include the Union in that update process, particularly with regard to any term or condition of employment. The County will provide training to supervisors and managers regarding any updated performance evaluation process.

### **Section 3** Closure of County Buildings

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

- A. Any and all twenty-four seven facilities and/or operations are exempt from Article 11, Section 3.
- B. Employees whose buildings have been temporarily closed may be re-assigned to work sites in the same geographic area.
- C. Regular County employees scheduled to work but who are directed to not report to work or who are sent home from work due to the closure of their work site under this section, shall receive their regular pay for that scheduled shift. An employee shall not receive regular pay if the employee does not report to work due to any circumstance when there has not been a County directive closing the employee's worksite.
- D. After the first day of closure of a County building, if the County is unable to re-open a work site, or is unable to obtain an alternative work site in the same geographical area, an employee will be paid for that day(s).
- E. During a temporary closure of County buildings, those regular employees who are still required to come to work as part of our essential services, as defined by the County Administrative Officer, would receive compensation at time and one half.
- F. Should the closure of a County facility last longer than five (5) working days, the County reserves the right to reassign employees outside their geographical area. In the event of re-assignment outside the geographical area, the employee may at his/her request utilize accumulated vacation and/or compensatory time off in lieu of re-assignment unless the Chief Administrative Officer makes a finding that the employee's services are essential to the continued operation of the County. In the event the Chief Administrative Officer finds the employee's services are essential, the employee will be compensated for the time it takes to get from the employee's ordinary work site to the alternate work site and will be paid for mileage in accordance with the County's established rate.
- G. Geographical area is generally defined as
  - 1. Tahoe Basin
  - 2. Western Slope

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

The County and Local 1 agree that they are committed to providing and maintaining a drug free work place in accord with the Drug Free Work Place Act of 1988. It is understood that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and that violation of this provision would subject the employee to disciplinary action. The County has a zero tolerance standard for employees being under the influence of, or in possession of, alcohol and/or drugs while at work. Reasonable effort will be made to inform employees about the dangers of drug abuse in the work place, the availability of any counseling or rehabilitation, as well as the Employee

Assistance Program, and that disciplinary action may be imposed upon employees for drug abuse violations occurring in the work place or affecting work performance. The Parties shall discuss the adoption of a reasonable suspicion drug testing policy during the term of this Agreement.

## **ARTICLE 12 REDUCTION IN FORCE**

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

### **A. Policy**

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

### **B. Procedure for Permanent Layoffs**

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

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

proof of service.

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

### C. Order of Layoffs

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

- a. Extra-help and provisional,
  - b. Probationary employees serving an initial probationary period,
  - c. Regular permanent full-time and part-time employees.
1. Longevity - A full-time employee shall receive one point for each full month of continuous service as a regular County employee in his/her classification. Time spent in other classifications which are at the same or higher rate of pay based upon the current salary plan applicable at the time of the layoff and which the employee occupied for a period of time after July, 1990 shall be included in the service time in the affected class. This includes probationary time and GAIN sponsored training. Part-time employees shall receive a proportional amount of longevity points based upon the number of hours worked. Less than a full month of service shall be prorated. It does not include service prior to employment, interruptions caused by resignation, dismissal, or transfer to extra-help status or disciplinary actions as defined in 2 below. It does include periods covered by authorized leaves of absences and such service accrued before a previous layoff.
  2. Performance/Disciplinary Actions  
An employee who receives an involuntary demotion as a disciplinary action will have twelve (12) points deducted from that employee's retention points. An employee who receives a suspension will have one (1) point per day of suspension deducted from the employee's retention points, with a maximum deduction of twelve (12) points. This will sunset after three years from the effective date of the action, and the lost retention points will be restored to the employee.
  3. Alternate Classes - Classes which are budgeted as alternate classes (e.g. Office Assistant II/I), as stated in the Personnel Allocation Resolution, shall be treated as one class for purposes of determining retention points.
  4. Acting Assignments – Acting time will not be credited towards the out-of-class position in which the employee served. Out-of-class time will be considered as continuous service in the employee's regular classification.
  5. Ties - In cases where two or more employees are tied with the same number of

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

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

#### D. Layoff Privileges

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

1. Displacing in a Lower Class - An employee affected by layoff may, at his/her discretion, in lieu of layoff, displace an employee in a class previously held by the employee or in succeeding lower classes in the class series who has less retention points. Retention point computation for displacement purposes are made as determined for the original layoff. This is considered a voluntary demotion.
2. Restoration - Restoration shall be in inverse order of layoff. Names of employees with regular civil service status who have been laid off will be placed on an appropriate restoration list for their classification and department in order of Retention Points. The list will extend for a period of two (2) years. Employees shall also have restoration rights to a classification which has been replaced by a reclassification of the classification which the person previously had permanent status, provided that the duties have remained essentially the same. This list shall be maintained in the Department of Human Resources. This includes employees taking voluntary demotions in lieu of layoff who shall be placed on a restoration list for the class from which they were reduced. Three refusals to accept restoration from a departmental layoff list will remove the eligible individual's name from that list unless the offer of restoration is in excess of twenty five (25) miles from the geographical location of the position from which the employee was laid off.

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

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

not be required to forfeit his status on any layoff list.

4. Placement In Other Departments - In accordance with rules on order of layoff, an employee who shall be laid off shall have a right to be placed in a vacant position in the same class in another department which the department has determined to fill. Referral to vacant positions shall be offered based upon the inverse order of layoff. The new appointing authority shall have up to 120 days to evaluate the employee's performance. If the appointing authority determines that the employee's performance does not meet job standards, the employee will be returned to the layoff list. The employee will, in accordance with the rules on restoration, be eligible for placement in another vacant position in the same class which a department has determined to fill, according to the provisions above.
5. Separation from County Service - Employees who are to be laid off have the option of leaving County service rather than displacing in a lower class, transferring or demoting. In the event an employee is laid off for an indefinite period, he/she may, upon request, receive payment for those benefits normally given to terminated employees.
6. Employment Interviews - Department Heads who are referred the names of individuals designated for layoff and who have requested transfers shall personally ensure that such persons are provided an employment interview.
7. Status on Restoration - An employee who has been laid off or voluntarily reduced under the provisions of this Article and subsequently restored in their former classification within a two (2) year period from the date of his/her layoff or voluntary reduction shall receive the following considerations and benefits:

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

8. Meet and Confer - Prior to the actual layoffs, the County's representatives and Local 1 shall, at the request of Local 1 meet and confer over the practical effects of the proposed layoffs.

#### E. Deviation from Retention Points

The Board of Supervisors may approve deviations from the order of layoff by retention points or demotions in lieu of layoff (bumping) when retention points order alone would result in retaining employees unable to maintain a satisfactory level of performance in the department affected. In such cases, the Department Head shall fully justify and document in writing no later than two (2) weeks prior to submittal to the Board with the reasons therefore. The affected employees shall be provided a written notice of the department's request, reasons therefore and the date the Board of Supervisors shall consider the department's request.

#### F. Appeal of Layoff

##### 1. Right of Appeal

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

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



- a. Appeals shall be filed in writing with the Director of Human Resources. An email shall be accepted as a written appeal.
  - b. Appeals shall be filed within five (5) working days after the date of service of the notice of layoff as provided in Article 12.B.3.
  - c. The notice of appeal shall state the employee's reasons for the appeal consistent with Article 12.F.1.
3. Responsibilities of the Director of Human Resources
- a. The Director of Human Resources shall within three (3) working days of receipt of an appeal, forward a copy of the appeal to Local 1.
  - b. The Director of Human Resources or designee shall within five (5) working days of receipt of an appeal, determine which employees, if any, will be adversely affected if the appeal is successful. Human Resources will notify all employees potentially adversely affected of the appeal within five (5) working days of receipt of the appeal.
4. Layoff Arbitration Panel

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

- a. Appeals shall be heard by a tripartite panel consisting of:
  - 1. A representative designated by the County Director of Human Resources.
  - 2. A representative designated by Local 1.
  - 3. A neutral member selected in accordance with Article 12.F.4.b.
- b. The neutral Layoff Arbitration Panel member shall be chosen by:
  - 1. Mutual agreement between the County and Local 1 or their designated representatives within five (5) working days of notification to Local 1 of an appeal.
  - 2. If the County and Local 1 fail to name a neutral arbitration panel member within five (5) working days of notification to Local 1 of the appeal, a member of the Civil Service Commission (CSC) shall serve as the neutral third member of the arbitration panel.
    - (a) Human Resources will notify the Chair of the CSC of their inability to agree on a neutral;
    - (b) Human Resources will notify the Chair of the CSC of their desire that a member of the CSC serve as the neutral member of the Layoff

Arbitration Panel in lieu of agreement on a third party.

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

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

#### 5. Hearing Process

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

#### 6. Decision

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

### **ARTICLE 13 APPEALS**

#### **Section 1 Letters of Reprimand**

An employee may review a disciplinary reprimand with the employee's Department Head before the reprimand is placed in the employee's personnel file. The employee must request the review within ten working days of receiving the reprimand. The employee may have a

representative for this meeting. For the term of this Agreement, the employee may request that a reprimand be sealed after two years if the employee has not received disciplinary action for the same general category of misconduct. The Human Resources Director or designee shall determine if acts of misconduct are of the same general category.

## **Section 2 Appeals of Disciplinary Actions**

A. Except as specified in B. below, an employee in the GE, PL, or SU Units, having obtained permanent status in the County's Civil Service System, shall have the right to appeal a termination, demotion in class or salary step or suspension without pay. Such appeal shall be in accordance with the provisions of County's Personnel Rules Part 12.

B. GE, PL, or SU Unit employees who are covered by the State Merit System shall have the right to appeal a termination, demotion or suspension without pay in accordance with the definitions and procedures provided for in the California Administrative Code, Title 2, Division 5, Local Agency Personnel Standards (LAPS).

BC. If the County takes any adverse action against an employee, the employee will have a right to County documents which are job related and which might have an exculpatory effect.

## **ARTICLE 14 GRIEVANCE PROCEDURE**

A. Intent

It is the intent of this procedure to provide for an orderly and equitable procedure for the resolution of misunderstandings and disputes between the County and its employees and/or Local 1.

B. Informal Discussion

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

C. Early Intervention Process

If a matter remains unresolved, at the written request of the employee or a department, an early intervention team may be requested to attempt to facilitate resolution of the matter. The Early Intervention Team (EIT) shall be composed of a representative of Local 1 and a representative of management and/or Human Resources. The EIT shall meet with the employee and designated representative of the department having authority to resolve the dispute (subject to final approval of the Department Head and/or County). If the parties agree to participate in the EIT process, the parties agree to extend the timelines for filing a formal grievance by up to an additional twenty-five (25) working days.

If the matter remains unresolved, an employee may utilize the formal grievance

procedure or other appropriate process defined by County policy and/or provisions of the Memorandum of Understanding. Designated Local 1 representatives will be provided release time to participate in this process.

#### D. Scope of Grievances

1. A grievance is a claimed violation, misapplication or misinterpretation of the provisions of a Memorandum of Understanding or employee protections contained in ordinances, resolutions, written Personnel Rules or written policies, that adversely affects an employee's wages, hours or conditions of employment.
2. Specifically excluded from the scope of grievances are:
  - a. Subjects involving the amendment or change of Board of Supervisor's resolutions and ordinances, which do not incorporate the provisions of this Memorandum of Understanding or other employee protections contained in ordinances, resolutions, personnel rules or written policies.
  - b. Discrimination complaints that allege violations of equal employment opportunity laws or employment discrimination. Such complaints shall be processed pursuant to the County Policy Prohibiting Discrimination, Harassment and Retaliation, ~~for employees who are not covered by the State Merit System and will be processed under the California Administration Code, Title 2, Division 5, Local Agency Personnel Standards (LAPS) for employees who are covered by the State MERIT System.~~
  - c. Appeals of the Reduction in Force Articles and Policies which fall under the appeal process contained within that policy.
  - d. Appeals of disciplinary actions resulting in termination, demotion, or suspensions without pay. Such appeals shall be processed pursuant to the County's Civil Service Appeal Procedure, ~~for employees who are not covered by the State MERIT System and will be processed under the California Administrative Code, Title 2, Division 5, Local Agency Personnel Standards for employees who are covered by the State MERIT System.~~
  - e. Internal department operational policies and procedures which determine the methods, processes, means and places of providing services except as those policies affect the terms and conditions of employment.

#### E. Definitions

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

open for business.

## F. Grievance Procedure

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

### 1. Employee-Initiated Grievance

- a. The employee shall prepare a written grievance within twenty-five (25) working days of the incident or occurrence giving rise to the complaint. If the parties elect to engage in the E.I.T. process as defined in paragraph C, the timelines shall be extended up to an additional twenty-five (25) days not to exceed a total of fifty (50) working days. The employee shall submit the grievance to the immediate supervisor and Department Head or designated manager. The grievance shall describe the issue, identify the Article of the Memorandum of Understanding or section of written policy, rule, resolution or ordinance which the employee feels has been violated and the requested remedy.
- b. The Department Head or designated manager shall investigate the grievance. The Department Head or designated manager's investigation should include a meeting with the grievant and their representative. The Department Head or designated manager shall respond to the grievance in writing within ten (10) working days of receipt of the grievance. The Department Head shall sign the response to the grievance.
- c. If the Department Head or designated manager's written response does not resolve the grievance, the grievant, within ten (10) working days, shall submit the grievance to the Director of Human Resources or designee. The Director of Human Resources or designee shall not be from the same Department(s) where the grievance arose.
- d. The Director of Human Resources or designee shall investigate the grievance. The Director of Human Resources or designee's investigation should include meeting with the grievant or his/her representative. The Director of Human Resources or designee shall respond to the grievance in writing within twenty (20) working days.

### 2. Local 1 Initiated Grievance

- a. Local 1 shall submit a written grievance to the Director of Human Resources within twenty-five (25) working days of the incident giving rise to the grievance, with copies to affected Department Heads.
- b. The Director of Human Resources shall investigate the grievance and, within twenty (20) working days, shall issue a written response to the grievance.

## G. Arbitration

1. If the Director of Human Resource's written response to either an employee or Local 1 initiated grievance fails to resolve the grievance, Local 1 may submit a written arbitration appeal to the Director of Human Resources within 30 working days of the date of the Director's written response after which the grievance shall be submitted to arbitration for resolution. The decision of the arbitrator is final and binding on all parties, subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.
2. The grievant's representative, and the Director of Human Resources, shall attempt to mutually agree on an acceptable arbitrator for the dispute. If no agreement can be reached on an arbitrator within five (5) working days, a list of seven (7) names from the California State Conciliation and Mediation Service shall be obtained. The parties shall alternately strike names until only one name remains, which name shall be the arbitrator in the dispute. The party to strike the first name shall be chosen by lot.

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

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

## H. Basic Rules

### 1. Costs

All costs of arbitration or Civil Service Commission incurred jointly by both parties to the final resolution process shall be borne equally by the parties. Costs incurred separately shall be borne by the party incurring them. Upon expiration of this Memorandum of Understanding, the County shall bear the cost of any grievance heard by the Civil Service Commission. The County and Local 1 shall continue to share equally in the cost incurred jointly by both parties for arbitration heard after the expiration of this Memorandum of Understanding.

### 2. Time Limits

If a grievant or Local 1 fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level. Time limits may be waived by mutual written consent of the parties.

### 3. Representation

The grievant may be accompanied by a shop steward or one other County employee of his/her choice at the informal level of this procedure. At the formal

and final stages of this grievance procedure, an employee may be represented by a shop steward or person designated by Local 1 unless otherwise agreed upon by Local 1 and Director of Human Resources.

4. Shop Stewards

Local 1 may designate a reasonable number of shop stewards who will be available to assist employees with grievances. Only such shop stewards as are recognized by the Director of Human Resources will be given release time as provided below.

5. Release Time

The grievant may take reasonable County time without loss of pay to prepare his/her grievance and meet with management representatives regarding the grievance.

A Local 1 designated shop steward may take a reasonable amount of time, as determined by the Director of Human Resources, without loss of pay to assist a grievant in preparing and presenting a grievance. Only one shop steward will be allowed release time to assist any one grievant or on any one grievance.

## **ARTICLE 15 EMPLOYEE RELATIONS POLICY AND PRACTICES**

A. Employee Relations Policy

Local 1 and the County agree to meet and confer on the Employer/Employee Relations Policy for the purpose of updating the policy and providing for a locally selected, neutral, third party dispute resolution process for unit modification and/or representation petition issues.

B. Unfair Labor Relations Practices

Local 1 and the County agree to submit allegations of unfair employer-employee relations practices to binding arbitration in accordance with the arbitration clause of the grievance procedure.

## **ARTICLE 16 PEACEFUL PERFORMANCE**

The parties to this Memorandum of Understanding recognize and acknowledge that the services performed by the County employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of the County of El Dorado. Local 1 agrees that under no circumstances will Local 1 recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, slowdown or picketing (hereinafter collectively referred to as work stoppage) in any office or department of the County, nor to curtail any work or restrict any production, or interfere with any operation of the County. Nor will this organization recognize the strike or job action of any organization or engage in any sympathy

strike by recognizing the strike, job action or picket lines of any other organization. In the event of any such work stoppage by any member of the bargaining unit, the County shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased.

In the event of any work stoppage, during the term of this Memorandum of Understanding, whether by Local 1 or by any member of the bargaining unit, Local 1 by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the County. In the event of any work stoppage Local 1 had not otherwise authorized, permitted or encouraged such work stoppage, Local 1 shall not be liable for any damages caused by the violation of this provision. However, the County shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the County shall have the right to seek full legal redress, including damages, as against any such employee.

A. Job Action - Sick Outs

1. Variance from Personnel Rule 1404

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

- a. The Department Heads of the departments specified in the CAO declaration shall require that each employee who is unable to report for duty due to illness or injury that is requesting sick leave shall provide a certificate completed and signed by a licensed physician or other qualified medical professional. This certificate shall show that the physician examined the employee during the period of absence from work, state the date of each examination, describe the physician's diagnosis of the employee's illness or nature and extent of the employee's injury and certify that the physician has recommended that the employee be excused from work for medical reasons, and the specific number of days of the recommended excuse. Such medical verification shall be provided to the Department Head within three (3) working days of the employee's return to work.
- b. The employee shall also provide a sworn affidavit justifying their claim of sick leave. Such affidavit shall be provided to the employee by the Department Head upon their return to work. Each request for sick leave time will be evaluated individually at the time the required documentation is received.
- c. An employee shall not be allowed sick leave credit and shall not be compensated for any period of absence unless he/she has complied with the requirements of this policy and unless the information provided therein and



otherwise required of or provided by the employee is deemed to substantiate the claimed illness or injury. The employee may appeal a denial of sick leave through the County's Grievance Procedure.

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

## **ARTICLE 17 FULL UNDERSTANDING, MODIFICATION, WAIVER**

This Memorandum of Understanding sets forth the full and entire understanding regarding the matters set forth herein, and any other prior or existing understandings or agreements relating to such matters are hereby superseded or terminated as appropriate. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this Memorandum of Understanding.

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

## **ARTICLE 18 SEVERABILITY**

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

## **ARTICLE 19 SUCCESSOR AGREEMENT**

Negotiations for a successor Memorandum of Understanding shall begin no later than [November, 2015seven \(7\) months prior to the end of this MOU.](#)

## **ARTICLE 20 ECONOMIC HARDSHIP**

At any time after Board of Supervisors' approval of this Memorandum of Understanding and upon 30 calendar days written notice to Local 1, the County may reopen this agreement for renegotiation regarding future increases in compensation if a financial shortfall in the County budget has occurred that has caused the Board of Supervisors to actually reopen negotiations with all other employee groups with negotiated MOUs or adopted Salary and EDCEA Local 1

Benefit Resolution, except with respect to any salaries governed by Section 504 of the El Dorado County Charter. Any notice provided subject to this section must include substantial evidence demonstrating the basis for the claim of hardship.

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

**County of El Dorado**

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

\_\_\_\_\_  
Jack Hughes, Liebert Cassidy Whitmore  
Lead Negotiator for the County of El Dorado

Date: \_\_\_\_\_

\_\_\_\_\_  
Tameka Usher, Human Resources Director

Date: \_\_\_\_\_

Board of Supervisors

\_\_\_\_\_  
Shiva Frentzen, Chair

Date: \_\_\_\_\_

Deputy Clerk

ATTEST: James S. Mitrising  
Clerk of the Board of Supervisors

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

\_\_\_\_\_  
Jere Copeland, Executive Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Jeffrey Whitford, President

Date: \_\_\_\_\_

\_\_\_\_\_  
Lisa Blake

\_\_\_\_\_  
Kristen Jennings-Manners

\_\_\_\_\_  
Rebecca Klare

\_\_\_\_\_  
Mary Luckel

\_\_\_\_\_  
Loren Massaro

\_\_\_\_\_  
Walter Davies