



The County of El Dorado Human Resources Department

The Deputy County Counsel Association Memorandum of Understanding July 1, 2014 – June 30, 2017

MOU Revisions

Labor negotiations with El Dorado County Deputy County Counsel (EDCDDC), resulted in some key changes to the MOU. This is a summary of those key changes, which are noted in italics. This summary does not address all changes in the MOU so please ensure you review the MOU.

Article 3 – County Rights

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

CHANGE: The trigger for notifying the Association is no longer based on the monetary value of the contract. The County will notify the Association and meet and confer to the extent required by law.

BENEFIT: This insures the County is adhering to requirements under the MMBA.

Article 5, Section 2 – Classification Structure Study

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

CHANGE: New article to the MOU.

BENEFIT: Provide information on classification structure to County and Association.

Article 6, Section 3 – Compensation for Holidays

Regular full-time employees, regular part-time employees and limited term extra help employees shall receive holiday pay for all authorized holidays at their current hourly rate, not to exceed eight (8) hours for any one (1) day, provided they are in a pay status *for the full day* on both their regularly scheduled work days immediately preceding and following the holiday. Regular, part-time employees and limited term extra help employees shall be entitled to receive holiday pay in proportion to the percentage of full-time hours worked during the biweekly pay period that includes a holiday. *The Department Head or designee may approve holiday pay when an employee has insufficient sick leave accruals as required to maintain paid status for the full day immediately preceding and following the holiday, provided the employee will use at least twelve (12) hours of sick leave or the*

maximum number of hours required in the coordination of SDI during the pay period that includes the holiday.

CHANGE: Specifies that employees only earn holiday pay if they are in a paid status for the full day before and after the holiday.

BENEFIT: An employee may no longer use less than 8 hours the day before and after a holiday to receive 8 hours of holiday pay. This is a significant step towards reducing holiday pay abuse.

Article 7. Section 4 – Donation of Vacation

Catastrophic leave donation is designed to allow employees to donate vacation leave to their coworkers in times of exceptional need. Justifications for such transfers may include a catastrophic medical condition, injury or incapacitation of the employee or member of the employee's immediate family (child, spouse, domestic partner, parent or person for whom the employee has been designated as legal guardian)..

- A. To be eligible for this benefit, an employee must have been employed by the County for one (1) continuous year and worked no less than 1,250 hours over the immediate preceding twelve (12) months. In addition, this leave may not be used for more than twelve (12) weeks in any twelve (12) month period.*
- B. The employee requesting leave donations (requestor) must first exhaust all other forms of accrued paid leave.*
- C. Contributions will cease if/when the catastrophic occurrence is resolved, or when twelve weeks from the first transfer has passed.*
- D. The amount of donated time paid to the requestor will be reported as taxable income.*
- E. Hours donated will not qualify the employee for hours worked to as it relates to holiday pay, on-call duty compensation, Tahoe employment differential, bilingual differential, overtime or time in class.*

PROCEDURE

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

needed by the requestor. Donated hours will be drawn on by the requestor, as the need arises, from the pool of donated hours on an hour for hour basis. All unused pledges remaining in the pool will be credited back to the original contributors on a proportional basis.

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

CHANGE: Leave donation language is replaced with a new County-wide standard.

BENEFIT: Clarifies aspects of the County's standard.

Article 8. Section 3.C – Administration of Sick Leave

C. Sick leave abuse is defined as follows:

- 1. If an employee who has taken sick leave is suspected of sick leave abuse, the Department may institute an investigation. Based on the results of that investigation, appropriate action will be taken.*
- 2. The County may request that the employee provide a physician's statement as authorized by law or acceptable substitute during an absence if the employee receives notice prior to returning and the absence is longer than three (3) days. However, if an employee has a record of excessive sick leave use, or if the employee's leave 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 unapproved uses of sick leave in a twelve (12) month period, or;*
 - c) More than four (4) uses of sick leave in conjunction with vacation and/or holidays in a twelve (12) month period.**

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

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

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

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

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

CHANGE: There is now more specific information about what constitutes sick leave abuse and basis guidelines.

BENEFIT: Assist supervisors in determining how to identify and/or measure sick leave abuse.

Article 10, Section 2 – 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, the employee will be paid a bilingual differential of *one dollar* (\$1.00) per hour for all hours in pay status. The bilingual differential shall be paid for bilingual proficiency in Spanish, Sign Language, or any language determined by the Department Head 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. *The County shall adopt a language proficiency testing process to determine employees' qualifications as bilingual skill providers. The Human Resources Department shall use a verbal and/or written testing process, depending upon the level of bilingual skill required of the employee, to validate the employee's skills. The County shall utilize existing bilingual employees to assess employees' bilingual capabilities when possible.* Written authorizations to receive a bilingual differential shall be reviewed and renewed annually by the Department Head. This differential shall only apply when an eligible employee is in paid status for a majority of their assigned hours in a pay period.

CHANGE: The Departments used to certify that an employee's language proficiency skills were acceptable. Please note that an update Bilingual Certification form will be posted on EDCnet upon Board of Supervisors' approval of the MOU.

BENEFIT: Ensures employees receiving the bilingual differential have the necessary and required skills.

Article 10, Section 5 – Acting Pay Assignments

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.*

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

CHANGE: Although an employee does not meet the minimum qualifications, the employee can serve in the acting position if approved. Also clarifies how the pay/benefits such as vacation accrual, supervisory leave, etc. of the acting employee are to be determined.

BENEFIT: The changes provide clearer guidance on acting pay assignments.

Article 11, Section 1 and 2 – CalPERS Retirement Benefits

Section 1. CalPERS Retirement Plans

- A. *Retirement benefits for employees hired prior to October 5, 2012 shall be calculated using the retirement formula of two percent (2%) @ 55 with Single-Highest Year Final Compensation (Tier 1).*
- B. *Retirement benefits for employees hired on or after October 5, 2012 shall be calculated using the retirement formula of two percent (2%) @ 60, with Average of Three-Year Final Compensation (Tier 2).*
- C. *Effective January 1, 2013, new members to the CalPERS system shall have retirement benefits calculated using the retirement formula of two percent (2%) at age 62, with Average of Three-Year Final Compensation (Tier 3). The County shall endeavor to comply with the PEPRA pension reform statute.*

Section 2. CalPERS Contribution

- A. *Employees in Tier 1 and Tier 2 shall pay the seven percent (7%) employee portion of the CalPERS contribution.*
- B. *Each employee subject to Tier 3 will pay fifty percent (50%) of the employee's normal pension.*

CHANGE: Explains employee retirement benefit changes due to the PEPRA pension law and eliminates outdated language.

BENEFIT: Promotes compliance with PEPRA pension law.

Article 12, Section 1 and 2

Section 1. Medical, Dental, & Vision Plan

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

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

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

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

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

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

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

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

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

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

C. Enrollment

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

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

D. Terms and Conditions

1. County sponsored medical plan coverage starts the first day of the month following date of hire and ends the last day of the month of termination of employment. Health Plan coverage shall be in accordance with the provisions of the Plan. Employees who retire or who separate

from County service may, at their own expense, continue to be enrolled in the County sponsored plan in accordance with provisions of the plan or as provided by law.

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

E. Patient Protection and Affordable Care Act

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

Section 2. Optional Benefit Plan

The County shall provide each eligible full-time employee a contribution of \$6,000 per fiscal year, prorated over *twenty-four (24)* pay periods in which the employee is in a pay status for the full pay period or is on an approved leave of absence where they are receiving pay from vacation or sick leave for at least *sixteen (16)* hours in a pay period. The County shall not make any contribution for employees not in an approved leave status or receiving less than *sixteen (16)* hours of pay. Employees receiving less than *sixteen (16)* hours of pay per pay period and therefore not eligible for a County contribution shall pay the total contribution necessary to continue health and dental benefits. The payment is to be made payable to El Dorado County, and provided to the Risk Management Division.

CHANGE: Updates health insurance benefit language to reflect benefits & practice.

BENEFIT: Clarifies employee health insurance benefits.

Article 14 – Probation

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

CHANGE: Probationary periods may be extended one time for up to six months to confirm an employee's qualifications to successfully complete the probationary period.

BENEFIT: Provides an additional assessment mechanism for supervisors.

Article 23 – Drug Free Work Place

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

CHANGE: New article to the MOU.

BENEFIT: Clearly expresses the zero tolerance aspect of the County's standard.