



RESOLUTION NO. 110-2011

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, representatives of the County of El Dorado and representatives of the El Dorado County Deputy Sheriff's Association have met and negotiated in good faith since May 2010 and,

WHEREAS, said representatives have reached an agreement on a variety of economic cost saving and cost neutral issues in recognition of the tough economic times facing the County to be incorporated as the successor Memorandum of Understanding for the period covering June 28, 2011 through December 30, 2013 and,

WHEREAS, members of the El Dorado County Deputy Sheriff's Association have held elections and voted to ratify the negotiated terms and conditions contained within the tentative agreement for the successor Memorandum of Understanding and,

WHEREAS, the previous Memorandum of Understanding between the County of El Dorado and the El Dorado Deputy Sheriffs' Association, expired December 31, 2007 and the County and DSA have operated under an imposed Modified Last Best and Final Offer since December 15, 2009, and the County representatives are now bringing the negotiated and fully executed successor Memorandum of Understanding that is attached and incorporated herein to the Board of Supervisors for final approval,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the County of El Dorado approve, adopt and authorize the Chair to sign this Resolution and the Successor Memorandum of Understanding that is attached and incorporated herein between the County of El Dorado and the El Dorado County Deputy Sheriff's Association, for the period June 28, 2011 through December 30, 2013, effective June 28, 2011.

THEREFORE BE IT ALSO RESOLVED that the Board of Supervisors for the County of El Dorado direct the Human Resources Department and the Payroll Division of the Auditor/Controller's Office to implement the changes contained therein.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 28 day of June, 2011, by the following vote of said Board:

Ayes: Sweeney, Santiago, Knight, Nutting, Briggs

Noes: none

Absent: none

Attest:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: 
Deputy Clerk


Vice Chair, Board of Supervisors
John R. Knight

I CERTIFY THAT:
THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

Attest: Suzanne Allen de Sanchez, Clerk of the Board of Supervisors of the County of El Dorado, State of California.

By: _____ Date: _____
Deputy Clerk

Memorandum of Understanding
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MEMORANDUM OF UNDERSTANDING

Between

COUNTY OF EL DORADO

And the

DEPUTY SHERIFFS' ASSOCIATION



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Memorandum of Understanding Deputy Sheriffs' Association

ARTICLE 1 Terms and Conditions

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

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

This Memorandum of Understanding has been presented to the employees in the Deputy Sheriffs' Association for ratification by said employees, and is now presented to the Board of Supervisors, for final approval to implement the wages, hours and other terms and conditions of employment for the period commencing the first full pay period following final approval and adoption by the Board of Supervisors. Unless otherwise indicated herein, all provisions shall become effective on June 28, 2011. For the time period December 15, 2009 until adoption by the Board of Supervisors of the Memorandum of Understanding, the County and the Association have been operating under an imposed Modified Last Best and Final Offer. Nothing contained herein shall be applied on a retroactive basis unless specifically stated.

The Compensation Administration Resolution No. 227-84 and Personnel Management Resolution No. 228-84 shall remain in force and effect, other than where superseded by specific provisions of this Memorandum of Understanding.

The parties acknowledge that this Memorandum of Understanding together with all referenced documents incorporated herein, including the attached side letters listed in Attachment A1 & A2, set forth the complete, exclusive and integrated understanding of the parties which supersedes all proposals or prior agreements, oral or written, side letters and all other prior communications between the parties relating to the provision of this Memorandum of Understanding and shall become in full force and effect upon the first full pay period following adoption by the Board of Supervisors and shall continue in full force and effect through December 31, 2013, pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510).

ARTICLE 4 Association Rights

Section A Payroll Deductions

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

The County shall not be liable to the Association, employees or any party by reason of the requirements of this Article for the remittance or payment of any sum other than the constituted actual deductions made from employee wages earned. The Association shall save the County harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the employer under this Article.

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

Section B Communications with Employees

The Association shall be allowed by a County department, in which it represents employees, use of available bulletin board space for communications having to do with official organization business. All material posted shall be in good taste and shall not malign the County or its representatives. The Association may use the Department electronic mail (e-mail) for Association business, provided such usage remains consistent with Departmental Policy, the El Dorado County Computer and Network Resources Usage Policies and Standards Guide and the provisions of this Memorandum of Understanding.

1. The Association may use the Department electronic mail (e-mail) for Association business under the following conditions:
 - a. E-mails shall not be drafted during working hours (not including duty-free breaks and lunches).
 - b. The subject line of the e-mail shall read "DSA Information". E-mails shall be in good taste and shall not malign the Sheriff, the County or its representatives.

emergency, the County shall notify the Association on the first business day after the emergency of its actions.

Section G Accommodation of Ballot Boxes

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

Section H Association Release Time

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

ARTICLE 5 Non-Discrimination

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

ARTICLE 6 Salary Provisions

Section A Salaries

1. The salaries for the classifications of Deputy Sheriff I, II, and Sheriff's Sergeant shall be set in accordance with Proposition A/EI Dorado County Charter Provision 504, as amended, for each calendar year under the following method:
 - a. If January 1 falls in the first week of a biweekly payroll period, the salaries for the calendar year just beginning shall be effective the first day of that payroll period.

Longevity pay increases shall be based upon continuous service with the County in an allocated position and shall be effective on the first day of the biweekly pay period following completion of the required period of service.

Eligible Employees: Only employees currently receiving longevity pay in lieu of POST Certificate Pay may remain eligible to receive longevity pay in lieu of POST Certificate Pay. If and when a current employee receiving longevity pay under this provision meets the requirements of an Intermediate or Advanced POST Certificate, the employee may request to receive the specified POST Certificate Pay and will no longer be eligible for Longevity Pay. This Longevity Pay provision applies only to those employees currently receiving Longevity Pay. No employee may receive both Longevity Pay and POST Certificate Pay.

Section E POST Certificate Pay

1. Employees in the class of Deputy Sheriff I, II and Sheriff's Sergeant shall, in lieu of longevity pay, receive 2.5% of base salary for possession of an Intermediate POST Certificate and 2.5% of base salary for possession of an Advanced POST Certificate for a total of 5%.
2. Effective the beginning of the first full pay period in January, 2000, eligible employees in the Unit shall receive 3.5% of base salary for possession of an Intermediate POST Certificate, and 2.5% of base salary for possession of an Advanced POST Certificate, for a total of 6.0%.
3. Effective the beginning of the first full pay period in July, 2001, eligible employees in the Unit shall receive 3.5% of base salary for possession of an Intermediate POST Certificate, and 4.0% of base salary for possession of an Advanced POST Certificate, for a total of 7.5%.
4. Effective the beginning of the first full pay period in July, 2002, eligible employees in the Unit shall receive 3.5% of base salary for possession of an Intermediate POST Certificate, and 5.0% of base salary for possession of an Advanced POST Certificate, for a total of 8.5%.
5. Effective the beginning of the first full pay period in January, 2003, eligible employees in the Unit shall receive 4.5% of base salary for possession of an Intermediate POST Certificate, and a total of 9.5% of base salary for possession of an Advanced POST Certificate. Maximum POST pay shall not exceed a total of 9.5%.
6. Effective the beginning of the first full pay period in July, 2003, eligible employees in the Unit shall receive 5.5% of base salary for possession of an Intermediate POST Certificate, and a total of 10.5% of base salary for possession of an Advanced POST Certificate. Maximum POST pay shall not exceed a total of 10.5%.
7. Effective the beginning of the first full pay period in January, 2005, eligible employees in the Unit shall receive 6.5% of base salary for possession of an Intermediate POST Certificate, and a total of 11.5% of base salary for

Section H Call-Back Compensation

1. When an employee returns to work because of a department request made after the employee has completed his or 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 or she was called back
2. An employee on-call duty shall be entitled to the aforementioned two-hour minimum only once during a single on-call period or twice during a weekend on-call period.
3. There shall be no duplication or pyramiding of rates under this section. No employee shall be compensated for on-call duty and call-back duty simultaneously. Hours worked on call-back duty shall be deducted from the prescribed on-call duty to determine the appropriate on-call pay.
4. "Call-back" time is considered overtime and shall be paid in accordance with overtime pay provisions.
5. The two-hour minimum shall apply only when an employee is required to physically return to work (i.e. leave home or another off duty location) in order to perform required duties. An employee who performs work after regular work hours, but who is not required to leave home, shall be compensated at time and one half pay or compensatory time as per overtime provisions.
6. 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 I Acting Pay Assignments

When an employee in a permanent position is assigned to work in a higher classification for which the compensation is greater than that to which the employee is regularly assigned, the employee shall receive compensation for such work at the rate of pay established for the higher classification pursuant to Section 206 Salary on Promotion of El Dorado County Resolution 227-84 commencing on the one hundred sixtieth (160) work hour of the assignment, under the following conditions:

1. The employee is assigned to a program, service or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule. Such authorized position having 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 at the start of the assignment.

1. For the morning court session the employee shall be credited with three (3) hours plus any hours of work in excess of three (3) hours in which the employee's attendance is required.
2. For the afternoon court session the employee shall be credited with three (3) hours plus any hours of work in excess of three (3) hours in which the employee's attendance is required.
3. Court time shall be considered overtime and shall be paid in accordance with overtime provisions, as defined in Article 7, Section D.3.
4. Court recesses for lunch shall be considered an unpaid lunch period for the employees.

Section M Police Service Dog Handlers

Deputies available and assigned to the Police Service Dog Handlers Program shall receive an additional \$70 per pay period. The County shall pay, on a claim basis, incurred expenses, for the dogs, directly to the appropriate providers. Deputies available and assigned to this program shall receive 3.5 hours per week, paid at overtime rates, for the off duty maintenance of the dog in accordance with Article 7, Section D.3. The County shall pay such officers only when assigned to this program. This program shall be limited to nine (9) Police Service Dog Handlers.

Section N Field Training Officer Pay

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

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

Section O Investigative Unit – Detective Pay

"Investigative Unit" refers to and is limited to employees assigned under this section to the Investigative Services Division, as Background/Internal Affairs Investigators to the Administrative Support Division, and the Civil Coroner Investigative Unit.

discretion of the Sheriff, and the employee is no longer entitled to the housing incentive pay, the loss of such pay shall not be considered punitive action under the Public Safety Officers Procedural Rights Act (Government Code Section 3300 et seq.), or a reduction in rank or compensation pursuant to Section 1103 et seq. of the El Dorado County Personnel Management Resolution No. 228-84, and is not subject to appeal or grievance.

ARTICLE 7 Compensation & Salary Resolution Provisions

Section A Salary Resolution

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

Section B Entrance Salary

Except as approved by the Board of Supervisors, the entrance salary for a new employee entering County service shall be the minimum salary, the first step of the range, for the class to which he/she is appointed.

Section C Salary Step Increases

1. After completion of thirteen (13) biweekly pay periods of satisfactory service at step 1 of the salary range, and upon recommendation of the appointing authority, the employee shall be advanced to the next higher step. If an employee is appointed at a step higher than the first step of the salary range for that classification, the first merit increase shall be after completion of twenty six (26) full pay periods of satisfactory service.
2. After the completion of twenty six (26) biweekly pay periods of satisfactory service in each of the salary steps above step 1, and upon the recommendation of the appointing authority, the employee shall be advanced to the next higher step in the salary range 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. Changes in an employee's salary because of promotion or upward reclassification will set a new anniversary date for that employee. The salary anniversary date for an employee shall not be affected by a transfer, downward reclassification or a demotion. Salary range adjustments for a classification will not set a new salary anniversary date for employees.
5. Provisions of Resolutions 227-84 & 228-84 in regard to anniversary dates, pay change dates, etc. shall apply.
6. 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 7.C.1. & 2., an employee's eligibility for merit salary step increase shall be extended commensurately for each

5. Other Provisions

- a) 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.
- b) Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase period. 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.

ARTICLE 8 Probation Periods

Section A Duration

Probation periods are considered as a continuation of the selection process and apply to all initial appointments, promotions and employee-initiated lateral transfers to a different classification. Civil Service Status (permanent status) shall attach only when a regular employee successfully completes the probationary period for the specific classification during their initial appointment. Law Enforcement employees in the class of Sheriff's Deputy I & II shall undergo a probationary period of thirty-nine (39) biweekly pay periods. Employees in the classification of Sheriff's Sergeant, Investigator (DA) and Senior Investigator (DA) shall serve a probationary period of thirteen (13) biweekly pay periods. Leaves of absences, paid or unpaid, leaves granted under the Family Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave, Americans with Disabilities Act, Workers' Compensation Laws, or other legally mandated leaves, and light duty, transitional duty or modified duty assignments that are not considered significantly within the job functions of the job classification or job assignment shall not count towards completion of the probationary period, as provided by law. Individual probationary periods shall be extended commensurately by each hour under these circumstances.

1. Time worked by an employee in a temporary, extra-help, CETA or other employment shall not count toward completion of the probationary period. An employee, who is not rejected prior to completion of the prescribed probationary period, unless extended as per provision herein, shall acquire permanent status automatically.

Section B Laid-Off Employees

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

employee has had an opportunity to discuss the evaluation with his/her evaluator. Evaluations that are unsigned due to the employee's refusal to discuss or sign the evaluation shall be placed in the employee's file with the signed comment by the supervisor indicating that the employee refused to sign.

6. The employee will be given a copy of his/her completed evaluation form after it has been reviewed by the Human Resources Department.
7. Nothing shall be added to an evaluation after the employee has received a copy of the final evaluation form without the employee's written acknowledgment except as provided for in Section A above.

ARTICLE 10 Insurance Plans

Section A Optional Benefit Plan

The County agrees to continue its contribution for each employee's Optional Benefit Plan Account of \$158.00 per pay period. The County agrees to make this contribution to each employee's Optional Benefit Plan Account for each bi-weekly payroll period 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 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 16 hours of pay.

The Optional Benefit Plan contents and requirements shall be that Plan to be adopted by the Board of Supervisors for the employees represented by the Deputy Sheriffs' Association and is generally described as follows:

1. Employees may purchase from their Optional Benefit Plan:
 - a) County self-insured Medical/Dental Plan sponsored by the County for employees and dependents.
 - b) Non-reimbursed medical expenses for employees and dependents.
 - c) Dependent care.
 - d) Group life insurance.
 - e) Cash.
 - f) Such other programs as may be described in the Optional Benefit Plan document or otherwise offered by the County through this plan.

Section C Insurance Plan

The County will implement an open enrollment period once every year. The parties acknowledge that, due to the County's intent to join the CSAC EIA Health Program, in regard to the County self funded PPO plan, the health care coverage term will change for the County sponsored Health Plans from a fiscal year (July-June) to a calendar year. In order to accommodate the transition to the EIA Health Program, there will be an open enrollment during May of 2011, for the period July 1, 2011 through December 31, 2011 and another open enrollment in October 2011 for the ensuing new county Health Plan calendar year in 2012. Thereafter, open enrollment periods will occur once for every calendar year.

Section D Terms & Conditions

1. County sponsored medical plan coverage starts the first day of employment and ends the last day of employment. Retirees, at their own expense, may continue to be enrolled in the County sponsored plan. Medical Plan coverage shall be in accordance with the provisions of the Plan. Employees who retire or who separate from County service may, at their own expense, continue to be enrolled in the County sponsored plan in accordance with provisions of the plan or as provided by law.
2. The parties agree that the County Medical/Dental Plan is a Defined Benefit Plan, and that the County is required to provide the specified benefits during the term of this MOU regardless of the level of contribution by the County and its employees.
3. For employees in the County Medical/Dental Plan, the County shall provide an employee's physical exam benefit of \$150 and shall extend this benefit to the employee's spouse.
4. The parties agree during the term of this MOU to continue to meet in good faith through a representative on the County's Health Plan Advisory Committee, to identify cost containment provisions to the County's Medical/Dental Plan. The Committee will address cost containment provisions in the areas of limitations of chiropractic/physical therapy utilization, managed prescription drug programs and wellness. Changes will be brought to the Board of Supervisors as County Medical/Dental Plan Amendments.
5. Annually, the County and the Association shall meet and confer on any impacts of the Patient Protection and Affordable Care Act (Federal Health Care Legislation).

Section E Vision

This Section G, titled Retiree Health Insurance, as stated above shall be discontinued for all newly hired employees effective the first full pay period following approval by the Board of Supervisors effective January 19, 2010.

Section H Health Retirement Account Program

The County and the Association shall work together to develop and provide an employee funded Health Retirement Account Program, at not cost to the County.

ARTICLE 11 Retirement

Section A Safety Retirement

1. The County will continue its contract with PERS to provide "3% @ 50, Highest One-Year" Safety Retirement, for employees who currently receive this benefit and were employed prior to the effective date of the PERS contract amendment in regard to newly hired employees as described in 2 below.
2. Effective the first full pay period in July 2011, or as soon as feasible, the County will amend its contract with PERS to provide "2% @ 50" retirement formula, based on the "Three-Year Final Compensation", applicable to all newly hired employees as of the date of the PERS contract amendment.

Implementation of the provisions defined in Section A. 2, above is pursuant to the rules, regulations and requirements of PERS rules and Government Code. Implementation is also contingent upon agreement of implementation of these provisions by the other affected bargaining units which include "Safety Unit" employees.

Section B PERS Contribution

1. Effective the beginning of the first full pay period in July 2005, the County will pay 9.0% of the employees PERS contribution to PERS on behalf of employees in the Deputy Sheriff Association.
2. Effective beginning July 1, 2011: "Safety" employees in this bargaining unit will pay a portion of the employee 9% share of the PERS "Safety" contribution to PERS for participation in the Safety formula as follows:
 - a. Effective the first full pay period of July 2011, members shall contribute 3% of the 9% of the employee share of the contribution for PERS retirement.
 - b. Effective the first full pay period of January 2012, members shall contribute 6% of the 9% of the employee share of the contribution for PERS retirement.

February 12, Lincoln's Birthday, will not be considered a holiday for payroll purposes. This floating holiday must be used within one year of accrual and is not subject to the payoff provisions. Any unused floating holiday time will be lost.

*** Floating Holiday - In Lieu of Columbus Day**

Regular employees who are not part of 24 hour coverage and/or do not receive pro-rated holidays in accordance with Section B., or C., below, shall be entitled to up to eight (8) hours of holiday time. This time will be credited the first full pay period in July of each year. This floating holiday shall be taken at a time agreeable to both the employee and the appointing authority. Part-time employees shall receive this holiday time on a pro rated basis.

Columbus Day will not be considered a holiday for payroll purposes. This floating holiday must be used within one year of accrual and is not subject to the payoff provisions. Any unused floating holiday time will be lost.

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

Section B Alternate Days

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 holiday (Tuesday). In years in which December 25th falls on a Saturday, the County shall also observe December 23 as a holiday (Thursday). Except as otherwise specified in B above it is the intent of this section to give all unit employees the same number of days off (thirteen (13) eight (8) hour days) with pay for holidays or equivalent compensation in 1992.

Section C Pay Status

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

1. Employees in assignments which are part of 24-hour coverage shall receive holiday pay at the straight time rate for thirteen (13) eight (8) hour holidays per year prorated equally over twenty-six (26) pay periods. Effective 1993, the number of holidays for which employees may receive holiday pay shall increase to 13. No other observance shall be recognized by the County.

receive compensation at the overtime rate for those hours actually worked during the designated closure.

6. Those employees who are on scheduled vacation, compensatory time off, sick leave, or any other paid leave during a designated closure would not be affected by the closure.

ARTICLE 14 Vacation

Unit employees receive vacation benefits consistent with the provisions of Resolution #227-84 & 228-84 and applicable County ordinances as summarized below.

Section A Accumulation Earned

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

Section B Limitations

1. Vacation time may not be taken until after thirteen (13) biweekly pay periods of continuous service.
2. Extra-help, CETA or other employment time may not count toward the required continuous service for vacation benefits.

ARTICLE 15 Catastrophic Leave Donation Program

An employee may donate in four (4) hour increments his/her accumulated vacation time and/or compensatory time off to another employee who has exhausted their sick leave and vacation leave due to an extended or catastrophic illness. Such donations shall be on a form prescribed by the County Auditor. The hours donated will be deducted from the donating employees accumulated balance and credited to the vacation accumulation account of the employee receiving the donation. The accepting employee will be responsible for payment for any applicable taxes. The County shall withhold any amounts authorized or required by law. Time donated in accord with these provisions may not be re-donated to any third parties or persons.

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 and with Short Term Disability Insurance as provided in the Personnel Rules.
4. The employee's attendance to care for a member of the immediate family as defined by the FMLA and CFRA (Family Medical Leave Act and California Family Rights Act currently define immediate family as a dependent child, spouse or parent) who is ill.
5. Employees may use up to 3 days of sick leave for bereavement leave for a member of the immediate family as defined below. Employees may be eligible for an additional 2 days-of sick leave for reasonable circumstances.

For the purpose of this paragraph 5, immediate family means: parent, spouse, registered domestic partner, son, daughter, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents or grandchildren by blood or marriage. Any person for whom the employee has been designated legal guardian or any person who is a regular member of the employee's household.

Section 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.

Section 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.
 - 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.

- 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 approved course and of the amount of tuition paid by the employee.

Section B County-Required Training

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

ARTICLE 18 Days and Hours of Work

Section A Work Schedules

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

The County agrees to assign employees to a regular work schedule, the County may change that schedule at its discretion. Except as described in 18.C. below, the County agrees to give employees a minimum of an eight (8) working days advance notice of work schedule changes.

Notwithstanding 18. A. above, in circumstances where a work schedule change is a temporary reassignment for four (4) months or less in duration, the County shall give employees a minimum of four (4) shifts (for employees on a 4/10 schedule), or five (5) shifts (for employees on a 5/8 schedule) advance notice of a work schedule change. After the temporary assignment, employees shall return to the assignment held prior the temporary assignment.

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.

Section B. Rest Periods

Employees shall be allowed a rest period of fifteen (15) minutes during each four (4) hour period. Such rest periods shall be scheduled in accordance with the requirements of the individual department but shall generally occur near the middle of each four-hour shift. Rest periods are not accumulative and if not taken during

Section C Replacement Cost

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

1. **Expensive Personal Items:** Uniform damage claims for expensive personal items are subject to reimbursement at an amount less than the replacement cost.
2. **Claims:** Claims for items not within the intent of this policy will not be allowed.
3. **Receipts:** In order to account for use life, officer will keep cost of receipt of all uniform purchases which he must keep on file, and he must furnish to the Department upon its request.
4. **Negligence:** No reimbursement if cause by negligence on the part of the employee.

Section D Procedure for Reimbursement: Uniforms and Privately Owned Equipment

1. **Inspection of Damaged Uniform or Equipment Item:** Any damaged uniform or equipment item for which a reimbursement claim will be submitted shall be examined by the claimant's supervisor prior to being repaired or replaced.
2. **Filing of Claim:** The unit employee who has sustained damage or loss of covered equipment or uniform shall submit a written claim to his supervisor which shall identify the property damaged or lost, the circumstances surrounding its loss or damage, the owner of the property, the amount of the claim and whether or not other reimbursement has been sought or received.
3. **Review of Claim:** The Sheriff or his designee shall review and either approve or disapprove the claim. If the claim is disapproved, the reasons shall be stated on the back of the form. Claims for over \$25 must be approved by the Chief Administrative Officer

Section E Disposition - Damaged Article

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

program directed by Department policy. This procedure is dependent upon acquisition of free ammunition by the County in sufficient amounts to cover the obligation herein.

ARTICLE 21 Reductions in Force

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

Section A Policy

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

Section 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 Human Resources Department, with the assistance of the affected department, determines the individuals to be laid off for the initial classification in which a layoff is to occur and for succeeding lower level if displacement by bumping (demoting in lieu of layoff) is anticipated in accordance with this Article according to retention points. A list of the classifications deleted along with the names and total retention points of employees in those classes shall be posted in the affected department and a copy mailed to the Association's current address. It is the Department Head's responsibility to insure posting.
2. Layoffs 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 certified letter mailed to the last address on file with the Human Resources Department. Notice will be served or mailed no later than thirty (30) calendar days prior to the effective date of separation. The thirty (30) calendar days shall include the effective date and the date served. Notice shall be deemed served upon the postmarking and logging of the certified

on an appropriate layoff reinstatement list for their classification and department in order of Retention Points for a period of two (2) years.

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

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

3. Transfer and Demotion

Employees to be laid off may be permitted to transfer or demote at the discretion of the appropriate department head(s) prior to the layoff effective date. Transfer or demotion may be made to any funded vacant position where the duties of which, in the judgment of the department head and Director of Human Resources, they are capable of performing. However, transfer will not be permitted to a position in another County department if a departmental layoff list exists for that class. When an employee transfers or demotes in accord with provisions of this Article and is required by the 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. Separation from County Service

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

5. Employment Interviews

Department heads that are referred the names of individuals designated for layoff and who have requested transfers shall personally insure that such persons are provided an employment interview.

6. Status on Re-employment

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

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

2. Upon receipt of a notice of appeal the Executive Officer to the Civil Service Commission will establish a hearing date. The date shall not be more than twenty (20) regular business days from the date of such receipt except by agreement of all parties concerned. The secretary to the Civil Service Commission will give at least five (5) working days written notice of the time and place of the hearing to the employee and the person making the charges. The Commission members shall receive copies of all documents submitted by the appealing party and the County in response.
3. All hearings regarding layoffs are public. All parties have the right to produce evidence and be represented by counsel. The hearing will be informal, and the Civil Service Commission is not bound by any of the rules of evidence governing trial procedure.
4. The jurisdiction of the Civil Service Commission is limited to the issue of whether or not there was compliance with the procedures herein prescribed in this Reduction in Force Article.

ARTICLE 22 Appeals of Disciplinary Actions

An employee in this unit, having obtained permanent status in the County's Civil Service System, shall have the right to appeal a termination, demotion in class or salary step, or suspension without pay. Such appeal shall be in accordance with the provisions of County Resolution 228-84, Section 207.

ARTICLE 23 Administrative Appeals

Pursuant to Government Code Section 3300 et. seq.:

As regards alleged "punitive actions" in the nature of terminations, demotions in class or salary step, and suspensions without pay only, the right to appeal such discipline to the Civil Service Commission as provided for in the foregoing section is agreed to constitute the "administrative appeal" required by Government Code Section 3300 et. seq. For those employees of this unit who are entitled to the protections provided for by the Peace Officer's Procedural Bill of Rights.

As regards any other alleged "punitive action" for which there exists a right of "administrative appeal" pursuant to Government Code Section 3300 et. seq. The following "administrative appeal" is provided:

- d) Appeals of disciplinary actions resulting in termination, demotion, suspensions without pay which fall under the County's Appeal Procedure.

Section C Definitions

1. **Grievant** - A grievant is (1) an employee in the unit who is filing a grievance as defined herein or (2) if two 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.
2. **Day** - Shall mean day(s) in which the County's main administration office is open for business.

Section D Grievance Procedure Steps

1. Informal Discussion

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

2. Formal Grievance Steps

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

a) Immediate Supervisor

An employee may formally submit a grievance to the immediate supervisor within fifteen (15) working days from the date of the supervisor's informal decision or if the informal discussion has not taken place ten (10) working days from the date of the incident or occurrence giving rise to the complaint. Such a written grievance, signed by the employee, shall set forth the facts at issue, the relief sought and the time of the occurrence of any alleged incident or violations precipitating the grievance. The supervisor shall respond in writing within seven (7) working days after receiving the grievance. If the grievance is denied, the reasons for this denial shall be given in the supervisor's response. This response shall contain the position to which the next level of employee grievance should be addressed.

b) Intermediate Supervisor

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

4. Basic Rules

a) Costs

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

b) Time Limits

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

c) Representation

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

ARTICLE 25 Promotional Examinations

The County agrees that all promotional exams will be posted for a minimum of thirty (30) calendar days prior to the giving of the examination. No former member of the El Dorado County Sheriffs' Department shall serve on the oral board unless they have been separated from the Department for five (5) or more years.

After the testing has been completed and scores arrived at, all applicants will be awarded 1/4 point for each full year of service with the El Dorado County Sheriffs' Office. That total will be added to the raw score of each applicant and a total score then developed.

ARTICLE 30 Meals

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

ARTICLE 31 Mileage Reimbursements

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

ARTICLE 32 Full Understanding, Modification, Waiver

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, to include the specified side letters (Attachments A1 & A2), as attached. Any other prior or existing understanding or agreements by the parties, whether formal or informal, relating to any such matters are hereby superseded or terminated as appropriate.

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

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

ARTICLE 33 Peaceful Performance Clause

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

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

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 34 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 35 Recognition

The County hereby confirms its prior certification of the Association as the recognized employee organization for the employees in the Deputy Sheriffs' Association (DSA) bargaining unit as defined in the County's Employer/Employee Relations Policy. The County agrees to meet and confer and otherwise deal exclusively with the Association on all matters relating to the score of representation pertaining to the said employees as provided under the County's Employer/Employee Relations Policy and authorized by law.

ARTICLE 36 Economic Hardship Reopener

At any time after the effective date of this Memorandum of Understanding, upon 30 calendar days written notice to the Association, the County may reopen this agreement for renegotiation if a financial shortfall in the County budget has occurred that caused the Board of Supervisors to actually reopen negotiations with other employee groups with negotiated MOUs or adopted Salary and Benefit Resolution, except with respect to any salaries governed by Section 504 of the EI

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

COUNTY OF EL DORADO


DEPUTY SHERIFFS ASSOCIATION

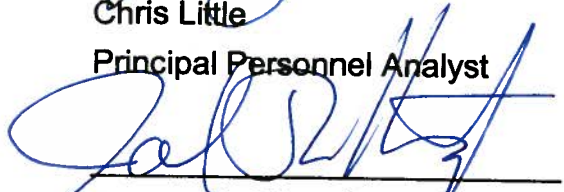

M. Allyn Bulzomi
Director of Human Resources


Mark Salvo
Labor Consultant

Date 6/24/11

Date 06/24/2011


Chris Little
Principal Personnel Analyst


John R. Knight, Vice Chair
Board of Supervisors


Todd Crawford, President DSA

6-28-11
Date

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

By 
Deputy Clerk

I CERTIFY THAT:

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DATE: _____

Attest: Suzanne Allen de Sanchez, Clerk of the Board of Supervisors
of the County of El Dorado, State of California.

By: _____
Deputy Clerk