

# MEMORANDUM OF UNDERSTANDING

Between

The County of El Dorado

And

The El Dorado County Law

Enforcement Management Association

(EDCLEMA)

~~July~~ January 1, ~~2016-2022~~ through  
December 31, ~~2021~~ 2023



**MEMORANDUM OF UNDERSTANDING  
EDCLEMA  
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**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE COUNTY OF EL DORADO**  
**AND THE**  
**EL DORADO COUNTY LAW ENFORCEMENT MANAGEMENT ASSOCIATION**

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**PREAMBLE**

It is the purpose of this Memorandum to set forth the wages, hours, and other terms and conditions of employment for employees represented by the El Dorado County Law Enforcement Management Association (EDCLEMA or Association).

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

**Section 1. Negotiation**

The Association and representatives of the County of El Dorado (County) have met and conferred in good faith in regard to wages, hours, and other terms and conditions of employment covering employees in the Law Enforcement Sworn Management Bargaining Unit (Unit) and have exchanged freely information, opinions, and proposals, and have reached agreement on all matters relating to the employment conditions and employer- employee relations of such employees.

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

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

**Section 3. Ratification**

This MOU shall be presented by EDCLEMA to the employees in the Unit for ratification by said employees, and shall thereafter be presented to the Board of Supervisors, as the joint recommendations of the undersigned for salary and benefits adjustments for the period commencing on ~~July~~January 1, ~~2016-2022~~ through December 31, ~~2021-2023~~. All provisions shall become effective upon final approval of the Board of Supervisors, unless otherwise indicated herein.

**Section 4. Complete Understanding**

This MOU cancels all previous letters of agreement excepting the letter of agreement adopted July 16, 2019, pertaining to the closure of the Juvenile Detention Facility in Placerville, which

shall remain in full force and effect until it terminates on July 1, 2023. This MOU and shall supersede any policies, practices, or ordinance provisions with which it may be in conflict. The County of El Dorado Personnel Rules shall remain in force and effect other than where superseded by specific provisions of this MOU.

## **Section 5. 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 Law Enforcement Management Association  
Goyette, ~~Ruano & Thompson, Inc. & Associates, Attorneys at Law~~  
2366 Gold Meadow Way Suite 200  
Gold River, CA 95670

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

## **ARTICLE 2. COUNTY RIGHTS**

County retains, solely and exclusively, all the rights, powers and authority exercised 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 affect the wages, hours, and other terms and condition of employment, except, however that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

## **ARTICLE 3. ASSOCIATION RIGHTS**

### **Section 1. Representation**

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

### **Section 2. Communications**

Official EDCLEMA representatives shall be permitted access to County property to confer with County employees on matters of employer-employee relations. The designated representative shall give notice to the appointing authority or his/her designee when contacting departmental employees during the duty period of employees, provided that solicitation for membership or other internal employee organization business shall be conducted only during the non-duty hours of all employees concerned. Non-duty hours are defined as before or after work, lunch periods, and rest break periods.

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

Official EDCLEMA representatives shall be released from duty during the grievance procedure or when meeting with management. EDCLEMA shall notify the Director of Human Resources or designee of the names of employees who are official representatives of EDCLEMA.

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

County Buildings and other facilities shall be made available for use of EDCLEMA or its representatives during non-duty hours in accordance with availability and administrative procedures.

### **Section 5. E-mail**

EDCLEMA may use the County electronic mail (e-mail) for Association business under the following conditions:

1. Emails shall not be drafted during working hours (not including duty free breaks and lunches);
2. The subject line of the email shall read "Association Information"; and
3. All email usage shall be consistent with departmental policy, the El Dorado County Computer and Network Resource Usage Policies and Standards Guide and the provisions of this MOU.



## Section 6. Dues Deductions

The County shall deduct membership dues from EDCLEMA member wages and remit to the proper officers of EDCLEMA in accordance with existing practice to the extent allowed by law.

The County shall not be liable to EDCLEMA, employees, or any other 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 an employee's wages earned. EDCLEMA shall hold 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, including, but not limited to the collection of EDCLEMA dues, EDCLEMA fees, reasonable cost of County's attorney fees and costs, and the reasonable cost of management preparation time. The County shall not be made a party to any administrative or court proceedings to determine EDCLEMA dues and/or fees.

## ARTICLE 4. SALARY RATES AND STEP ADVANCEMENTS

### Section 1. Base Salary Ranges and Rates

~~The County has the non-appealable right to increase compensation for classifications covered by this MOU. Each regular employee who is a member of this Unit shall receive a one-time, non-pensionable payment of \$1,950.00 minus applicable taxes no later than the third full pay period following Board of Supervisors adoption of the 2016-2021 MOU.~~

~~Effective the first full pay period following adoption of the 2016-2021 MOU by the Board of Supervisors, the County will increase base wages for all EDCLEMA represented classifications by 3.85% in exchange for the deletion of management leave cash-out.~~

#### A. Probation Law Enforcement Management

Effective the first full pay period following adoption of the ~~2016-2021~~January 1, 2022 – December 31, 2023 MOU by the Board of Supervisors, ~~in addition to the salary increase provided in Section 1, above,~~ the County will increase base wages for ~~EDCLEMA represented classes~~Unit classifications in the Probation Department by ~~9.2% to maintain current internal ties and percentage wage differences between ranks with benchmark job classifications not represented by this Unit~~13.03% to bring base salaries approximately to the median (+/- 1%) of the County's May 2022 comparable agency compensation study of the benchmark classification.

Effective the first full pay period in July, 2023, the County will increase base wages for all Unit classifications in the Probation Department by 2.0%.

~~For the term of this agreement, the Probation Management classifications in this Unit shall receive base wage increases equal to base wage increases received by the Probation (PR) Bargaining Unit's Deputy Probation Officer Supervisor — Institutions benchmark job~~

~~classification. These wage increases will take effect the same pay period that they take effect in the PR unit. This provision does not apply to increases received by the PR unit effective the first full pay period in July, 2018, because those increases are already accounted for in the salary provisions above.~~

B. District Attorney ~~Chief Investigator~~ Law Enforcement Management

The wage scale for the ~~District Attorney~~ Chief Investigator (District Attorney) classification will match the wage scale for the Sheriff's Captain classification.

The wage scale for the Assistant Chief Investigator (District Attorney) classification will match the wage scale for the Sheriff's Lieutenant classification.

C. Sheriff Law Enforcement Management

The salaries for the classifications of Captain and Lieutenant shall be set in accordance with Proposition A - El Dorado County Charter Provision 504, as amended, for each calendar year under the following method:

1. Base hourly rate survey of the comparable class position for Captain and Lieutenant shall be conducted in December of each calendar year to determine the average base hourly rate of the comparable agencies, as defined in Charter Provision 504. The County used Deputy Sheriff II as the benchmark for all 504 adjustments effective January 1, 2018.
2. The results of the base hourly rate surveys will be shared with the Association after the Board of Supervisors' review but prior to the Board of Supervisors' vote on any base hourly rate adjustments.
3. 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.

If January 1 falls in the second week of a biweekly payroll period, the new salaries shall begin at the start of the payroll period which follows the one in which January 1 is contained.

As needed for implementation of Section 1.C.3., base hourly rate increases shall be retroactively paid to the first day of the applicable pay period.

**Section 2. Full-Time, Part-time, ~~Extra Help~~**

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

2. PART-TIME EMPLOYEES - A part-time employee shall receive that portion of the salary based upon the step in the range for his/her classification to which the employee is assigned and the number of hours in pay status in the pay period. Part-time employees shall earn vacation with pay and accrue sick leave and holiday pay on a prorated basis based upon the number of hours in pay status in the pay period. In other respects, provisions of this MOU applicable to full-time employees, such as management leave, cafeteria plan and health and dental benefits shall apply to part-time employees on a pro-rated basis unless specifically defined otherwise herein.

~~3. EXTRA HELP EMPLOYEES - The Chief Administrative Officer (CAO) may authorize the temporary employment of a person as extra help upon a determination that sufficient funds are budgeted within the department concerned. Unless otherwise specified, Extra Help employees shall only be paid the flat rate salary step for their classification or the first step hourly rate in the salary range listed for the classification to which he/she is appointed, unless specifically authorized by the CAO and Director of Human Resources or designee. Extra Help employees shall not be entitled to accrue sick leave, vacation, management leave, or be paid for absence for temporary military duty, or holiday pay, and shall not be eligible to participate in the retirement system, cafeteria plan and health and dental benefits plans, unless specified by law. Extra Help employees cannot achieve Civil Service Status regardless of the number of hours worked or services performed.~~

### **Section 3. Salary Step Assignments**

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

2. ADVANCED STEP HIRING OF NEW EMPLOYEES - An appointing authority may hire a new employee (does not include promotions or transfers) at up to the third step of the salary range of the employee's classification.

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

3. SALARY 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 (2) years of resignation, shall be eligible, with the approval of the appointing authority, to be reappointed at any step up to and including the step received prior to resignation. If the appointing authority wishes to rehire the employee at a step which exceeds the step paid at the time of resignation, approval shall be required consistent with the Early Salary Range Step Advancement Policy. For purposes of vacation accrual, such an employee shall receive credit for the amount of prior service in effect at the time of resignation and shall be restored to the place on the vacation accrual table in effect at the time of resignation.

A full-time or part-time employee who resigns in good standing and is reemployed by the County within two (2) years of resignation in a classification in a different class series or a higher class from which the employee resigned shall, for purposes of vacation accrual, receive credit for the amount of prior service in effect at the time of resignation and shall be restored to the place on the vacation accrual table in effect at the time of resignation.

An employee that is reemployed ~~after the effective date of this MOU~~ will not be eligible for County contribution to retiree health insurance.

4. APPOINTMENT OF EXTRA HELP TO AN ALLOCATED POSITION – An ~~Extra Help~~ employee who is appointed to a full-time or part-time position in the same class in which the employee was immediately prior Extra Help, without break in service, shall receive the same step of the range the employee received in Extra Help capacity. Time as an Extra Help employee shall not count toward eligibility for salary step increases.

5. SALARY STEP PLAN - Eligibility for salary step movement shall be based upon time in classification and based upon merit, at the sole discretion of the appointing authority and with no right to appeal.

#### A. Salary Step Movement

1. After initial appointment into an allocated classification and 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 Step 2. If an employee is appointed above Step 1, the employee's first step increase shall occur after completion of twenty six (26) full pay periods of satisfactory service.
2. Except as provided in Article 9, Section 6, or otherwise in this MOU, after completion of twenty six (26) biweekly pay periods of service at each of the salary steps 2 and above, if the employee has completed probation, 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 wage 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.

3. All increases shall be effective on the first day of the biweekly pay period following completion of the required period of service, excluding an increase from Step 1 to Step 2 pursuant to Section 5(A)(1), which shall be effective on the first day of the biweekly pay period following the recommendation of the appointing authority.

## B. Early Step Advancement

1. An appointing authority may advance employees from the second step to the third step of the salary range of the employee's classification after the employee has completed at least six (6) months of service in the prior step of the salary range of that classification, if the appointing authority has made the following determinations in writing to the Department of Human Resources:
  - a) That the employee's performance and abilities are outstanding, as documented in an attached performance evaluation;
  - b) That they are functioning as fully qualified and advanced level employees;
  - c) That the amount of the additional salary and benefit cost are available in the department's budget for the balance of the fiscal year (department's calculations to accompany the estimate);
  - d) That should the County's financial condition require reductions in departmental appropriations during the fiscal year, the department agrees to identify departmental savings that will offset the added cost of the early step advancement.
2. Fourth and Fifth Steps – An appointing authority may recommend to the CAO or his/her designee that an employee be advanced from the third step of the salary range to the fourth step or from the fourth step of the salary range to the fifth step of the salary range after the employee has completed at least six (6) months of service at that step. The appointing authority must submit justification to the CAO that clearly demonstrates that the employee's skills, knowledge, and ability, as evidenced by significant achievement of countywide importance and/or their continuing outstanding performance, is such that it places them clearly above the level of their fellow employees. The request should include the same salary and benefit cost estimation and financial condition disclaimer as provided in subsections above.
3. Procedure - All merit salary step advancements must be initiated by the appointing authority on the form or manner prescribed by the Department of Human Resources and accompanied by an employee evaluation filed with the Director of Human Resources or designee prior to the proposed effective date of the merit salary step advancement. Salary step advancements shall be effective on the first day of the biweekly pay period following completion of the required period of service. The

Director of Human Resources or designee shall notify the County Auditor of every approved merit salary step advancement.

- C. Anniversary Date - Changes in an employee's salary because of promotion or upward reclassification will set a new anniversary date for that employee. The salary anniversary date for an employee shall not be affected by a transfer or downward reclassification. Changes in salary ranges for a classification will not set a new salary anniversary date for employees.

#### **Section 4. Salary Step on Promotion**

1. Salary on Promotion - An employee who is appointed to a position in a class allocated to a salary range for which the top step is higher than the top step of the class that the employee formerly occupied, shall receive the nearest step within the new salary range which shall not be less than five percent (5%) more than his/her former salary step provided, however, that in no case shall the increased salary be more than the top step in the new range. The effective date of a promotion shall be the first day of the first full pay period following the appointment.
2. Advanced Salary Upon Promotion - Upon promotion of an employee from a position for which the County pays the full contribution or a portion of the employee contribution to CalPERS to a position for which the employee pays the employee contribution to CalPERS, such employee shall be placed at a salary step in the higher salary range which is closest to and provides an increase in compensation of no less than 5% above the combined former salary step and employee-paid CalPERS contribution. In no case shall the salary step placement exceed the top step of the new range.

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

#### **Section 5. Salary on Demotion**

1. Salary upon Voluntary Demotion to Another Position or Class – An employee who voluntarily demotes to a position of a class having a lower salary range than the class previously occupied by the employee, shall have his/her salary reduced to the salary step within the lower range which is closest to, but not exceeding the salary received before the demotion. The employee's eligibility for salary step advancement shall not change as a result of demotion.
2. Salary Upon Demotion During Probation - A full-time or part-time employee who, during the employee's probationary period, is demoted to a class which the employee formerly occupied in good standing during the same period of continuous service, shall have the employee's salary reduced to the salary the employee would have received if the employee had remained in the lower class. The employee's eligibility for salary step

advancement shall be determined as if the employee had remained in the lower class throughout the employee's period of service in the higher class.

3. **Salary Upon Involuntary Demotion to a Lower Class** - A full-time or part-time employee, to whom the circumstances described in Section 1. and 2. above do not apply, who is demoted involuntarily to a position of a class which is allocated to a lower salary range than the class from which the employee is demoted, shall have the employee's salary reduced to the salary step in the lower range for the new class which is closest to but not exceeding the salary step received before the demotion, except in cases of involuntary demotion as a result of discipline. In cases of discipline, an employee may be demoted to any step of the salary range in a lower class. The employee's eligibility for salary step advancement shall not change as a result of demotion.
4. **Demotion Within a Salary Range** - an employee may only be demoted to a lower salary step within a salary range as a disciplinary action in accordance with County rules and regulations. The employee's eligibility for salary step advancement shall be based on the effective date of the demotion in accordance with Section 3.5 above.

#### **Section 6. Salary on Transfer**

1. A full-time or part-time employee may transfer from one allocated position in one class to another allocated position in the same class, or in another closely related class at the same salary range or a class which has a salary range the top step of which is within five percent (5%) of the top step of the range of the previously occupied class. In such case an employee shall be paid at the salary step in the salary range for the new class which is the closest to, but not exceeding the salary step the employee previously received.
2. For purposes of further annual increase within the salary range, his/her anniversary date shall remain the same as it was before the transfer. The effective date of all transfers shall be the first day of the pay period.

#### **Section 7. Changes in Salary Ranges**

Whenever the salary range for a class is revised, each incumbent in a position to which the revised salary range applies shall remain at the step held in the previous range, unless otherwise specifically provided by the Board of Supervisors.

#### **Section 8. Salary Step on Reclassification**

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

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

2. Upward Reclassification - If the position is reclassified to a class which is allocated to a higher salary range than the class of the position before it was reclassified, the salary step of the employee shall be governed by Section 4, Salary Step on Promotion.
3. Downward Reclassification - If the position is reclassified to a class which is allocated to a lower salary range than the class of the position before it was reclassified, the employee shall receive the step, if any, in the new range which is the same as but does not exceed the salary he/she was receiving prior to reclassification and his/her anniversary date shall not change. If the salary step of the employee is greater than the maximum step of the new range, the salary step of the employee shall be designated as a "Y" rate and the salary will be frozen until the top step salary of the new classification equals or exceeds the present salary. At that time, the employee will be placed on the top step and will become eligible for cost of living increases granted to incumbents of that classification.

## **Section 9. Salary Provisions Upon Restoration**

An employee who has been laid off or voluntarily demoted as a result of layoff and subsequently restored in their former classification within a two (2) year period from the date of his/her layoff or voluntary demotion, shall receive the following considerations and benefits:

1. All sick leave credited to the employee's account when laid off shall be restored, unless the employee received compensation for such sick leave at the time of the layoff.
2. All prior service shall be credited for the purpose of determining sick leave and vacation accrual rates, shift selection, longevity pay increases and time in step.
3. The employee shall be placed on the step of the salary range that was held at the time of the layoff.

## **ARTICLE 5. PAY PERIOD DEFINITION**

The date of payment shall be the first Friday following the close of the biweekly pay period, except that when such following Friday falls on a legal holiday, the date shall be the first Thursday (or first Wednesday if Thursday is also a holiday) following the close of the biweekly pay period.

## **ARTICLE 6. HOLIDAYS**

### **Section 1. Designated Holidays**

The County shall designate specific days as County holidays. Paid holidays shall be authorized for only full-time and part-time employees. 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 - Veterans Day
8. November - Thanksgiving Day
9. November - Friday after Thanksgiving
10. December 24 - Christmas Eve \* (When Christmas Day falls on a Thursday, the day after Christmas shall be observed as a holiday in lieu of Christmas Eve).
11. December 25 - Christmas Day

1. 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.

2. Floating Holidays - In Lieu of Lincoln's Birthday and Columbus Day 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 employees hired after pay period one (01) but before pay period thirteen (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 thirteen (13) of the new employee's first year. Part-time employees shall receive this holiday time on a prorated basis proportionate to their Full-Time Equivalency (FTE).

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

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

## **Section 2. Day Observed**

If a holiday falls on a Sunday, the following Monday shall be observed as the holiday in lieu thereof. If a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday in lieu thereof. All full-time and part-time employees who are on an irregular work week schedule shall be entitled to the same number of paid holiday hours as those employees on a regular work week schedule. If an employee works a non-standard (rather than Monday through Friday) work schedule, their first day off shall be treated as if it was a Saturday and their second day off as if it was a Sunday.

## **Section 3. Compensation for Holidays**

Full-time and part-time 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. Part-time employees shall be entitled to receive holiday pay in proportion to ~~the percentage of full-time hours worked during the biweekly pay period~~

~~which includes a holiday~~ their Full-Time Equivalency (FTE). The appointing authority 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 numbers of hours required in the coordination of SDI during the pay period that includes the holiday.

#### **Section 4. Holiday in Lieu Pay**

Employees may each calendar year elect Holiday pay in lieu of having the official County holidays as designated days off. Employees must make their election by December 15 for each calendar year.

#### **Section 5. Limitations**

The following provisions as to administration of holidays shall apply to all full-time and part-time employees:

1. A new employee whose first working day is the day after a paid holiday shall not be paid for that holiday.
2. An employee who is terminating his/her employment and whose last day as a paid employee is the day before a holiday, shall not be entitled to holiday pay for that holiday.

### **ARTICLE 7. VACATION**

For purposes of this section, one (1) year shall be equivalent to twenty-six (26) biweekly pay periods of continuous service.

#### **Section 1. Accrual Rates and Maximum Accumulation**

Every full-time and part-time employee shall accrue and accumulate vacation leave with pay as follows:

1. Employees with less than four years continuous service shall accrue vacation credit at the rate of .03875 an hour for each full hour in pay status (equal to 3.1 hours for full-time in a full pay period). In no case shall an employee with less than four years continuous service accumulate more than 240 hours vacation leave.
2. Employees beginning their 5<sup>th</sup> year of continuous service shall accrue vacation credit at the rate of .05875 hour for each full hour in pay status (equal to 4.7 hours per full-time in a pay period). In no case shall an employee with more than four years continuous service accumulate more than 320 hours vacation leave.
3. Employees beginning their 12<sup>th</sup> year of continuous service shall accrue vacation credit at the rate of .07750 hour for each full hour in pay status (equal to 6.2 hours per full-time in a pay period). In no case shall an employee with more than eleven years continuous service accumulate more than 320 hours vacation leave.

## **Section 2. Provisions**

Vacation leave shall be accrued from each eligible full-time or part-time employee's date of hire. Employees shall be entitled to use accrued vacation leave upon completion of two (2) full pay periods of continuous service. Upon termination of an employee's employment, for any cause, the employee shall be paid for any unused vacation hours accumulated, up to the maximum amount permitted to be accumulated.

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.

## **Section 3. Vacation Scheduling**

It is the policy of the County that managers take their vacation each year; provided however, that for reasons deemed sufficient by the appointing authority, a manager may take less than the normal vacation accrued that year. All vacations shall be taken at such times during the calendar year as may be approved by the appointing authority.

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

All requests for vacation must be approved by the member's appointing authority or designee; the appointing authority is responsible for ensuring that the manager is eligible for the vacation requested. No person shall be allowed vacation in excess of that actually accrued at the time such vacation is taken. It shall be the responsibility of the appointing authority to require vacation leave is taken in order to avoid forfeiture.

## **Section 4. Donation of Vacation**

A member may donate accumulated vacation time to another employee who has exhausted his or her sick leave and vacation leave due to an extended or catastrophic illness or serious medical condition of the employee, or member of the employee's immediate family (child, spouse, parent, or person for which the employee has been designated as legal guardian). A member may also donate vacation time in the event of the death of an employee. Such donations shall be made on and pursuant to a form prescribed by the County Auditor and shall be in four (4) hour increments. 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. If the donation of hours is accepted, the accepting employee shall be responsible for payment of any applicable taxes. County shall withhold any amounts authorized or required by law.

## **ARTICLE 8. SICK LEAVE**

## **Section 1. Accrual**

Employees shall accrue sick leave at the rate of .04625 per hour in pay status, calculated on the basis of actual service (3.7 hours earned per full pay period paid).

## **Section 2. Eligibility**

Employees shall not be entitled to use accrued sick leave with pay until the employee has two (2) full bi-weekly pay periods of continuous service with the County.

1. Employees requesting sick leave to use for the purposes of the care of family members will be approved in accordance with applicable Federal and State law.
2. Use of paid sick leave shall be limited to those hours that were accrued as of the prior pay period, and sick leave cannot be used in the pay period in which it is earned.

## **Section 3. Usage**

Employees are entitled to use accrued sick leave, with the approval of the appointing authority, to a maximum of the time accrued, for 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, chiropractic or optical care or consultation.
3. The employee's care of a member of the immediate family, as defined by law, i.e., Family Medical Leave Act, California Family Rights Act, who is ill or disabled.
4. The employee's preparation for or attendance at the funeral of a member of the immediate family. 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 or person for which the employee has been designated legal guardian.

## **Section 4. Exception to Use of Sick Leave**

No County employee shall be entitled to sick leave when absent from duty for any of the following reasons:

1. Disability arising from any sickness or injury purposely self-inflicted or caused by the employee's willful misconduct.
2. Sickness or disability, while on leave of absence with or without pay, other than the employee's regular vacation or regular paid holidays.

## **Section 5. Integration With Other Benefits**

1. Workers' Compensation – An employee of the County who is entitled to receive temporary disability indemnity under the California Labor Code (Workers' Compensation) may elect to take only that portion of the employee's accumulated leave balances as when added to the employee's disability indemnity will total the employee's full pay.
2. State Disability Insurance (SDI) – An employee of the County who is entitled to receive SDI may elect to take only that portion of the employee's accumulated leave balances as when added to his/her SDI will equal one hundred percent (100%) of the total base salary. It is the employee's responsibility to file for State Disability and make all arrangements with the Auditor's Office for leave integration.

## **Section 6. Administration of Sick Leave**

Each appointing authority is charged with the responsibility of administering sick leave within their department consistent with applicable practices and policies adopted by the County. Employees are required to notify their supervisor as soon as possible of their absence due to illness or injury. A department, depending on its internal record keeping, may require an employee upon returning after an absence due to illness or injury, to fill out a sick leave request form or record of sick leave use.

1. Departments may request information in order to aid in the determination of whether the sick leave use is legitimate. An appointing authority may require a physician's statement or acceptable substitute from an employee who applies for sick leave, or make whatever reasonable investigation into the circumstances that appears warranted before taking action on a sick leave request.
2. Departments may require a prescribed affidavit or medical report form. When an employee is absent for longer than ten (10) consecutive working days, the employee will be required to submit a statement from the employee's physician releasing the employee for normal duty.
3. Sick leave abuse is defined as follows:

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.

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 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 (6) 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.

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

Protected leave cannot be tracked for performance evaluation.

4. When an employee has been determined to have used sick leave for illegitimate purposes, the County may recover such funds.
5. Each appointing authority shall maintain complete and current records of sick and vacation time accumulated and taken by each employee.

### **Section 7. Incapacity to Perform Duties**

If the appointing authority has reasonable cause to believe that an employee is not capable of properly performing the duties of the position, the appointing authority may require the employee to absent himself/herself from work until the incapacity is remedied. During such absence the employee may utilize any appropriate accumulated paid leaves.

### **Section 8. Fitness For Duty Examination**

An appointing authority that has reasonable cause to believe that an employee is not capable of properly performing the duties of the position may require an employee to submit to a fitness-for-duty examination.

### **Section 9. Payment For Unused Sick Leave**

In order to receive payment for unused sick leave at the time of lay-off ~~or~~ voluntary separation, or retirement, an employee must have five (5) or more years of County service.

1. Employees shall be entitled to receive a payoff of their unused sick leave up to a maximum of five hundred four (504) hours. Payment shall be made at the employee's last hourly rate of pay.
2. In the event an employee dies while in active service with the County, their sick leave payoff will be made in accordance with these provisions.

## ~~Section 10. Payment for Unused Sick Leave Retirement~~

~~At the time of retirement, a member with five (5) or more years of County service may elect to receive a payoff of their unused sick leave up to a maximum of five hundred four (504) hours.~~

## ARTICLE 9. LEAVES

### Section 1. Management Leave

Employees shall receive eighty (80) hours of management leave in pay period 01 of each year.

1. Part-time employees shall receive a prorated share of management leave based upon their ongoing work schedule (FTE).
2. Employees hired after July 1 of each year shall receive half the designated entitlement of management leave.
3. Any unused management leave hours remaining after pay period twenty-six (26) of each year will be lost. Such leave will not be carried over from one year to another.

### Section 2. Jury Duty

An employee who shall be summoned for attendance to any court for jury duty during his/her normal working hours shall be deemed to be on duty and there shall be no loss in salary, but any jury fees received by him shall be paid forthwith to the Auditor/Controller to be deposited in the General Fund of the County, together with any mileage allowed if he/she shall use County transportation. Employees released from Jury Duty during their normal duty hours shall report back to their departments. Employees scheduled to work the evening or late night shift and who serve four (4) or more hours on jury duty, will not be required to report for duty on the evening or late night shift and shall be deemed to be on duty and there shall be no loss in salary, but any fees received shall be paid forthwith to the Auditor/Controller to be deposited in the General Fund of the County.

### Section 3. Court Appearances

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

shall be compensated for the time spent, or shall be compensated for a two (2) hour minimum, whichever is greater.

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

#### **Section 4. Leaves of Absence with Pay**

The appointing authority, with the approval of the CAO, may place an employee on leave of absence with pay (suspended with pay) as defined in the Personnel Rules. 1408, Leave of Absence with Pay.

#### **Section 5. Workers' Compensation Follow-Up Doctor Visits**

Employees who return to work and are receiving Workers' Compensation benefits and have follow-up doctor appointments related to their Workers' Compensation injury/illness, may use County paid time for these doctor visits. Eligibility for use of County paid time for these doctor visits is limited up to forty-eight (48) hours.

#### **Section 6. Leave of Absence without Pay**

Employees who are granted a leave of absence without pay shall have the option to exhaust any accumulated vacation time or to leave such vacation time in their accumulated account.

Employees requesting a leave of absence due to illness or disability may use any accumulated sick leave prior to the requested beginning date of such leave. Employees on leave of absence without pay due to illness or injury for a period of ten (10) days or more may be required by their appointing authority to present a statement by the employee's physician releasing the employee for normal duty prior to returning to work.

Authorized leave without pay shall not extend an employee's date of eligibility for longevity pay increases and vacation accrual rates. An employee's eligibility for merit salary step increase shall be extended commensurately for each full pay period an employee is on authorized leave without pay except as provided by law.

### **ARTICLE 10. SPECIAL PAYS**

#### **Section 1. POST Certificate/Longevity Pay**

1. A regular full-time or part-time employee shall, for all hours in pay status, be paid longevity pay for continuous service with the County as follows, except as provided in Article 10, Section 1.2 and 1.3 below:



10 years 5.0% of base salary

After 15 years 10.0% of base salary\*

After 20 years 13.0% of base salary\*

After 25 years 15.0% of base salary\*

After 30 years 16.0% of base salary\*

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

2. In lieu of longevity pay, EDCLEMA members may receive POST certificate pay as follows, except as provided in Article 10, Section 1.3 below:

Intermediate POST certificate 5% of base salary

Advanced POST certificate 10.0% of base salary\*

Supervisory POST certificate 12.0% of base salary\*

Management POST certificate 13.0% of base salary\*

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

3. Except as provided for in Article 15, Section 4.6, Status on Reemployment, employees added to the Unit on or after the day the Board of Supervisors adopts the 2016-2021 MOU will not be eligible for longevity pay.

New members in the Sheriff's Office entering the Unit after November 15, 2011, shall receive the following POST pay, and shall not receive Longevity Pay.

Intermediate POST certification \$3,500\*

Advanced POST certificate \$7,500\*

Supervisory POST certificate \$9,000\*

Management POST certificate \$9,700\*

\*Represents total amount of certificate pay granted; amount shown is not cumulative. Amount shall be paid over 26 pay periods.

Employees who were in the Unit prior to the day the Board of Supervisors adopts the 2016-2021 MOU, and who are otherwise eligible for longevity pay upon completion of the required period of service, but who have not yet achieved the first longevity tier (5.0% at

10 years of service) will receive that longevity tier once they complete the required period of service as provided in Section 1.1. However, these employees will not be eligible for any further longevity pay advancement after 15, 20, 25, and/or 30 years of service.

Employees who were in the Unit prior to the day the Board of Supervisors adopts the 2016-2021 MOU, and who have achieved at least the first longevity tier, shall be allowed advancement in the tiers upon completion of the required period of service through the pay period including December 31, 2021. Effective the first full pay period following December 31, 2021, such employees shall be frozen in the tier they are eligible to receive and shall not be eligible for any further longevity pay advancement thereafter.

## **Section 2. On-Call Assignment**

“On-call” is an assigned duty outside the normal work week assignment during which an employee must remain where the employee can be contacted by telephone or pager and is ready to immediately respond to perform an essential service for the department. An employee who is assigned on-call duty shall be compensated at the rate of \$196.80 per weekly assignment of such duty.

## **Section 3. Uniform Allowance**

SHERIFF’S OFFICE - Employees who are required by the Sheriff to wear a County prescribed uniform, as assigned by the appointing authority, as a regular part of their duties shall receive a uniform allowance of forty-one dollars and sixty-six cents (\$41.66) paid 24 pay periods per year (the first two pay days of each month).

DISTRICT ATTORNEY’S OFFICE/PROBATION DEPARTMENT - In departments other than the Sheriff’s Office, employees who are required to wear a County prescribed uniform, as assigned by the appointing authority, as a regular part of their duties shall receive a uniform allowance of ten dollars (\$10) paid 24 pay periods per year (the first two pay days of each month).

## **Section 4. Bilingual Differential**

When an appointing authority 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 paid status. The bilingual differential shall be paid for bilingual proficiency in Spanish, Sign Language, or any language determined by the appointing authority 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 appointing authority. The County shall adopt a language proficiency testing process to determine employees’ qualifications 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 skilled employees to assess employees’ bilingual capabilities when possible. Written authorizations to receive a bilingual differential shall be reviewed and

renewed annually by the appointing authority. 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 5. Tahoe Employment Differential**

In recognition of limited choices of health care plans, providers, and associated costs~~Employees whose primary work location is~~ in the Tahoe Basin, eligible employees shall receive a total of ninety-two dollars and thirty cents (\$92.30) bi-weekly; ~~part-time employees shall receive a bi-weekly total of forty-six dollars and fifteen cents (\$46.15).~~

Eligible employees are those employees who meet one of the following criteria:

1. The employee resides in the Tahoe Basin (defined as the Tahoe Regional Planning Agency jurisdiction boundary around Lake Tahoe);
2. The employee resides outside of the coverage area for the County's HMO medical care plan (historically having an eastern boundary of Placerville) and the employee's primary work location is in the Tahoe Basin.

Employees not meeting one of these criteria shall not be eligible for this differential. For purposes of determining eligibility, an employee's residence shall be as documented by the physical home address on record with County Payroll. 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. Mileage Reimbursement**

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

## **Section 7. Education Incentive**

For eligible employees in the classification of Sheriff's Captain, Sheriff's Lieutenant, and Chief Investigator (D.A.) to receive education incentives for a Bachelor of Arts (BA), Bachelor of Science degree (BS), Master of Arts (MA) or Master of Science (MS), the degree must be from an accredited institution. An accredited institution means an institution that has received accreditation from one of the following regional accrediting bodies: Western Association of Schools and Colleges, North Central Association of Colleges and Schools, Northwest Commission of Colleges and Universities, Middle States Commission on Higher Education, Southern Association of Schools and Colleges, and New England Association of Schools and Colleges. Education incentives including certification programs must be approved by the appointing authority in writing and submitted to the Department of Human Resources for verification.

- 2.5% of base salary for the FBI National Academy Certification
- 5% of base salary for Command College Certification
- 5% of base salary for a BA/BS from an accredited institution
- 5% of base salary for a MA/MS from an accredited institution

The education incentive is cumulative but the maximum educational incentive an eligible employee may receive is 10%.

Any and all submittals for additional pay in regard to this section are subject to periodic review for validation of accreditation of institution and any employee may be subject to full repayment of any funds received and/or subject to discipline if the degree the employee submitted is found to be invalid as defined above.

## **Section 8. Acting Pay Assignments**

1. 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 fifteen (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. Once an initial assignment terminates and the employee is working in the same acting assignment regardless of work area assignment, the fifteen (15) working days will be waived for any additional acting assignment that occurs within a twelve (12) month period or up to eighteen (18) months at the discretion of the appointing authority, and will receive acting pay effective the first day. An employee is eligible for acting pay under the following conditions:

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 Allocation and such authorized position has become vacant due to the temporary or permanent absence of the position's incumbent. A copy of the appointing authority's written approval of this assignment must be submitted to the Director of Human Resources or designee at the start of the assignment.

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

2. Notwithstanding (1) above, in an exceptional circumstance when a vacancy does not exist but an employee has been assigned to perform duties which exceed the scope of that employee's classification, and when determined and justified by the CAO, in his/her sole discretion, an employee will be entitled to pay for a higher classification, which shall not be less than five percent (5%) of the employee's base salary.
3. Employees selected for the assignment will meet the minimum qualifications for the higher classification. If the employee does not, the appointing authority, prior to assigning the employee to the acting position, must provide justification for such selection to Human Resources for approval.
4. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this MOU.

5. Higher pay assignments shall not exceed six (6) months except through reauthorization by the Human Resources Director or designee.
6. If approval is granted for pay for work in a higher classification and the assignment is terminated and later re-approved for the same employee within thirty (30) days, no additional waiting period will be required.
7. Shift differentials, and/or work location differentials will be paid on the basis of the rate of pay for the higher class.

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.

### **Section 9. Deferred Compensation**

1. DEFERRED COMPENSATION MATCHING CONTRIBUTION - The County will make a dollar for dollar matching contribution to deferred compensation (457 Plan) accounts on behalf of participating members in the amount not to exceed four hundred dollars (\$400) of the annual contribution by the member during the prior calendar year.
2. DEFERRED COMPENSATION CONTRIBUTION - The County will provide two and one-half percent (2.5%) of base salary in each pay period to deferred compensation for eligible managers. Eligible managers are those employees who have ten (10) or more years of County service.
3. CONTRIBUTIONS AT SEPARATION - A person who separates from employment with the County prior to the County making its contribution in January of each year shall receive a commensurate contribution to the manager's deferred compensation account based upon contributions made up to the date of separation and in accordance with the provisions set forth in this section.

### **Section 10. Deputy Chief Probation Officer – Institutions Differential**

1. During the term of this Memorandum of Understanding, the Deputy Chief Probation Officer assigned to manage both the Placerville Juvenile Hall and the Juvenile Treatment Center in South Lake Tahoe shall receive a five percent (5%) differential of the employee's base hourly rate of pay.
2. When such assignment is terminated at the discretion of the appointing authority and the employee is no longer eligible for the Deputy Chief Probation Officer – Institutions Differential, such loss of 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.

## **ARTICLE 11. RETIREMENT**

### **Section 1. CalPERS Retirement Formulas**

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

Safety Tier 1 - Retirement benefits for Classic members entering membership for the first time in the safety classification, prior to October 5, 2012, shall be calculated using the retirement formula of 3% @ 50 with Single-Highest Year Final Compensation.

Safety Tier 2 - Retirement benefits for Classic members entering membership for the first time in the safety classification, on or after October 5, 2012, shall be calculated using the retirement formula of 2% @ 50 with Average of Three-Year Final Compensation.

Safety Tier 3 - Effective January 1, 2013, New members shall have retirement benefits calculated using the retirement formula of 2.7% at 57, with Average of Three-Year Final Compensation.

### **Section 2. CalPERS Contribution**

Calculation of the employee contribution toward normal cost will be administered as required by CalPERS.

Safety Tier 1 and 2 members pay the nine percent (9%) employee portion of the CalPERS contribution.

Safety Tier 3 members will pay fifty percent (50%) of the normal cost of their pension.

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.

### **Section 3. Employer Paid Member Contribution (EPMC)**

The County shall provide covered employees in the Probation Department with EPMC reporting credit as soon as it is provided to any other employee group within the County.

### **Section 4. Survivors Benefits**

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

## ARTICLE 12. INSURANCE

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

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

1. The County and the union agree to continue, during the terms of the MOU, to meet and work on long term options for payment of health care costs. For the term of this MOU, the parties agree to implement a standardized cost sharing for health insurance contribution rates, with the County paying sixty-five percent (65%) of the premium for full-time employees and the employee paying thirty-five (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 sixty-five percent (65%) County and thirty-five percent (35%) employee paid.
2. Health care of coverage is on a calendar year (January 1 – December 31). Rates for the ensuing calendar year for the union shall be effective upon approval of the Board of Supervisors, but no earlier than the pay period containing December 1. 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 commensurate with the proration 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 in 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 who is in an allocated position and 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, other than required by law, a full-time employee must be in pay status, i.e., where the employee is receiving is pay from work hours, compensatory time off, vacation or sick leave for at least sixty-four (64) hours during a pay period~~in accordance with Section 1.A(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. An employee who is off work and who is both eligible for and designated a benefits-protected leave under State or Federal law such as FMLA/CFRA shall be eligible for continuation of the County's Contribution for the duration of the designation or up to the time of the employee's separation from County service whichever occurs first.

6. An employee who ceases to be eligible for County Contributions must pay directly to the Risk Management Division Department of Human Resources the full amount of employee and County Contributions, as identified below, in order to retain benefit coverage under the County-sponsored Health/Dental/Vision benefit plans.

<u>Hours in Paid Status</u>	<u>Employer Portion Paid by Employee</u>
<u>64-80</u>	<u>No additional charge to the employee</u>
<u>40-&gt;64</u>	<u>25% of Employer Contribution</u>
<u>32-&gt;40</u>	<u>50% of Employer Contribution</u>
<u>&gt;32</u>	<u>100% of Employer Contribution</u>

7. 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 Plan Document.

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.
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 six thousand two hundred forty dollars (\$6,240) per fiscal year, prorated over twenty-four (24) benefit pay periods, toward the purchase of benefits included within the Optional Benefit Plan. Each prorated contribution shall not be deemed earned until the pay period in which it is paid. Effective the first full pay period of the 2019 health plan year, the OBP will only be available as a cash payment, which is taxable income, that employees may use at their discretion to offset the cost of optional benefits. Optional benefits are specifically defined in the Optional Benefit Plan. Provisions generally include the following:

- A. El Dorado County Health Care Account – Eligible employees may elect to receive medical and dental benefits under the County Optional Benefits Plan.
- B. Supplemental Life Insurance – Eligible employees may elect to purchase additional life insurance subject to the provision of the Optional Benefits Plan and respective life insurance plans.
- C. Dependent Care – Eligible employees may elect to set up an account for reimbursing dependent care expenses subject to the provisions of the Optional Benefit Plan.
- D. Un-reimbursed Health Care – Eligible employees may elect to establish an account for reimbursing uninsured health care expenses subject to the provisions of the Plan.
- E. Cash – an employee eligible under this section, who has elected to receive the employee's optional benefit or portion thereof in cash, may receive cash, which is taxable income, subject to the provision of the Plan.
- F. Part-time Employee – a part-time employee, who on December 31, 1989, was provided with the full Optional Plan benefit as a full-time employee, shall continue to be eligible for the full Optional Benefit Plan benefit.

1. An employee who is hired on or after January 1, 1990, and whose regular work schedule as documented on the Payroll Personnel Form is between 64-79 hour per pay period, will be entitled to the same Optional Plan benefit for a full-time employee.
2. A part-time employee who is hired on or after January 1, 1990, and whose regular work schedule as documented on the Payroll Personnel form is between 40-63 hours per pay period, will be entitled to receive seventy-five percent (75%) of the Optional Plan benefit for a full-time employee.
3. A part-time employee who is hired on or after January 1, 1990, and whose regular work schedule as documented on the Payroll Personnel form is between 34-39 hours per pay period, will be entitled to receive fifty percent (50%) of the Optional Plan benefit for a full-time employee.
4. A part-time employee who is hired on or after January 1, 1990, and whose regular work schedule is less than 34 hours per pay period shall not be eligible for participation in the Optional Benefit Plan.
5. A part-time employee may work additional or fewer hours than the employee's "ongoing" work schedule without change to the level of entitlement based upon the number of hours initially set forth on the Payroll Personnel Form prorated contribution.

The prorated entitlement level may only be changed by amending the Payroll Personnel Form which documents a change to the ongoing work schedule.

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

The County agrees to maintain the Employee Assistance Program for County managers.

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

- A. Subject to the provisions of the Retiree Health Benefits Contribution Plan Document, an employee who retires from County service who has attained a cumulative total completed years of service (excluding extra help service and provisional) with El Dorado County as specified below, shall be entitled to the percentage monthly contribution of the "employee only" medical coverage rate (strictly health and not to include dental or vision) toward a County-Sponsored Health Plan as follows:

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

1. Part-time employees shall be treated in accordance with the Retiree Health Benefits Contribution Plan Document.

(a) Miscellaneous Provisions.

2. An employee who retires may substitute up to fifty percent (50%) of the required County service required above with prior public service time with any county or city in the State of California.
  3. County contributions for all bargaining units under this program shall not exceed one and two-tenths percent (1.2%) of total County payroll costs during any given fiscal year pursuant to the provisions of the Retiree Health Benefits Contribution Plan Document. Retiree health contribution rates will be recalculated annually on a calendar year basis effective January 1 of each calendar year.
- B. Pursuant to the Letter of Agreement dated September 1, 2015, County contribution toward retiree health was discontinued for bargaining unit members hired on or after May 19, 2009; however, members hired into an allocated position (excluding extra help and provisional) on or after May 19, 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.
- C. In the event the County creates or allows participation in a new retiree health insurance plan for any other recognized bargaining unit, the parties agree to meet and confer on participation of Association employees hired on or after May 19, 2009.

**Section 5. Life Insurance**

The County shall provide a group term life insurance plan in the amount of forty thousand dollars (\$40,000.00) for each manager whose ongoing regular work schedule as designated on the Payroll Personnel Form is at least sixty (60) hours of work per pay period. Accidental Death & Dismemberment coverage is included in this Plan.

The County has the non-appealable right to increase the group term life insurance plan and AD&D coverage amounts for classifications covered by this MOU.

**Section 6. State Disability**

1. All members entitled to Labor Code Section 4850 and including presumptive illnesses shall be exempt from participation in the California State Disability Insurance Program.
2. All other members shall participate in the California State Disability Insurance Program.

**ARTICLE 13. HOURS, OVERTIME & WORK SCHEDULES**

**Section 1. Work Schedule**

The appointing authority shall fix the hours of work with due regard for the convenience of the public and the laws of the State and the County. The appointing authority shall assign employees to a regular work schedule and may change that schedule at the appointing authority's discretion.

The appointing authority shall give reasonable advance notice of any change in work schedule. An alternate work schedule which differs from the standard work schedule of the department may, at the sole discretion of the appointing authority, be approved provided that service to the public is not adversely affected.

## **Section 2. Time Off for Illness, Injury & Medical Appointments**

Time off for illness, injury, and medical appointments or other authorized use of sick leave in excess of four (4) hours will be charged to sick leave, if available.

## **Section 3. Non-Medical Absences**

Whole days off for absences other than sick leave will be charged to vacation or management leave, if available. With the approval of the appointing authority, absences of less than one-half work-day will not be deducted from an employee's weekly salary or accrued leave banks. Employees shall work the necessary hours to perform their duties and responsibilities and shall not be entitled to receive overtime compensation.

# **ARTICLE 14. PROBATION**

## **Section 1. Duration**

Members hired into the Unit shall serve an initial probationary period of twenty-six (26) pay periods. Members promoted into or within the Unit shall serve a probationary period of thirteen (13) pay periods.

1. Probationary periods shall be extended commensurately by each day a member is on authorized leave for more than ten (10) consecutive workdays.
2. A member who is not rejected prior to completion of the prescribed probationary period, unless extended per provision herein shall acquire permanent status automatically.

Nothing herein is intended to prevent the County from extending a probationary period one (1) time for a period not to exceed six (6) months to ensure that an employee has demonstrated all of the necessary skills and traits to successfully pass probation for the job classification.

## **Section 2. Expectations**

At the beginning of all probationary periods, the member will receive a written statement of expectations. The department shall retain a copy signed by the member and the manager will be provided a copy.

### **Section 3. Extensions**

The County may extend the probationary period when a member fails to meet expectations and the County believes the manager can meet the expectations if given more time, provided that the extension is initiated prior to completion of the probationary period.

### **Section 4. Right of Return**

A member shall have the right of return to the position which the employee previously occupied when the member fails to satisfactorily complete the probationary period after being promoted.

## **ARTICLE 15. LAYOFF & DEMOTION PROCEDURES UPON 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.

### **Section 1. 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 2. 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 appointing authority's responsibility to ensure posting.
2. Layoffs are made within the department involved and are not County-wide.

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 letter by the County's mail room or upon personal serving of the notice to the individual.
4. The written layoff notice shall include the effective date of the separation (layoff), the reasons for the layoff, displacement (bumping) rights, if any, rehire or re-promotion rights and the appeal rights. Such notice shall also set a specific deadline of not less than five (5) working days for when the affected employee must notify the Human Resources Department that they will be exercising their displacement rights.

### **Section 3. Order of Layoff**

1. 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. In cases when two or more employees are tied with the same number of retention points, the appointing authority shall make the determination of which employee shall be retained. Any required reduction in the number of employees shall be in the following order within the same classification:
  - a) Extra-help
  - b) Probationary employees serving an initial probationary period
  - c) Regular permanent full-time and part-time employees.
2. A full time employee shall receive one-half ( $\frac{1}{2}$ ) point for each full month of continuous service as a regular County employee in his/her classification and higher classifications, including probationary time but excluding time as extra-help, or contract employment. Part-time employees shall receive a proportional amount of longevity points. Less than a full month of service shall be prorated. It does not include service prior to employment, interruptions caused by resignation, dismissal, or transfer to extra-help status. It does include periods covered by authorized leaves of absences and such service accrued before a previous layoff.

### **Section 4. 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. Retention point computation for displacement purposes are made as determined for the original layoff. This is considered a voluntary demotion.

## 2. Layoff Eligible List

Reemployment and re-promotion shall be in inverse order of layoff. Names of employees with permanent status who have been laid off will be placed 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 reemployment 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 reemployment must respond within ten (10) working days from the mailing date. Offers of reemployment 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 ensure that a current address is provided to the 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 appointing authority(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 appointing authority and Director of Human Resources or designee, 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 appointing authority to complete a new probationary period, which results in his rejection during probation, he/she 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

Appointing authorities that 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.

## 6. Status on Reemployment

An employee who has been laid off or voluntarily reduced under the provisions of this Article and subsequently reemployed 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.

## 7. Meet and Confer

Prior to the actual layoffs, the County's representatives and the Association shall, at the request of the Association, meet and confer over the practical effects of the proposed layoffs.

## **Section 5. 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 seniority alone would result in retaining employees unable to maintain a satisfactory level of performance in the department affected. In such cases, the appointing authority shall fully justify and document the reasons therefore. The affected employees shall be provided a written notice of the department's request, reasons therefore and the date the Board of Supervisors shall consider the department's request.

## **Section 6. Appeal From Layoff**

Permanent employees shall have the right to appeal solely on the issue of whether or not there was compliance with the procedures prescribed in this Article.

- 1. Appeals shall be filed with the Director of Human Resources or designee within five (5) working days from the date of service of the notice of layoff and shall state the employee's reasons for the appeal.
- 2. The Director of Human Resources or designee shall, within three (3) working days of receipt of the appeal, determine which employees, if any, will be adversely affected if the appeal is successful, notify all employees potentially adversely affected by the appeal and send notice to EDCLEMA.
- 3. A tripartite Layoff Arbitration Panel shall be appointed to hear all appeals. The panel shall consist of a representative designated by the Director of Human Resources or designee, a



representative of EDCLEMA and a neutral panel member chosen by mutual agreement between the County and EDCLEMA.

4. The Layoff Arbitration Panel shall convene the hearing within fifteen (15) working days of the initial appeal. All 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.
5. The hearing shall be conducted in accordance with the standard administrative hearing procedures used by the Civil Service Commission.
6. The Layoff Arbitration Panel shall issue their written decision within two (2) working days. The panel decision shall be final and binding.

## **ARTICLE 16. DISCIPLINARY APPEALS**

### **Section 1. Right of Appeal**

An employee in this Unit, having obtained permanent status in the County's Civil Service System, shall have the right to appeal a termination, demotion in class or salary step, or suspension without pay. Such appeal shall be in accordance with the provisions of County Personnel Rule ~~1208, Employee Appeals from Notice of Decisions~~.

### **Section 2. Government Code Section 3300 et seq:**

1. As regards alleged "punitive actions" in the nature of terminations, demotions in class or salary step and suspensions without pay only, the right of appeal of 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 members who are entitled to the protections provided for by the Peace Officer's Procedural Bill of Rights. As regards any other alleged "punitive actions" for which there exists a right of "administrative appeal" pursuant to Government Code Section 3300 et. seq. the following "administrative appeal" is provided:

Within five (5) working days from the effective date of such punitive action the member must submit in writing a Notice of Appeal to the appointing authority or designee, acting in the capacity of Administrative Appeal Officer, together with any and all documents supporting the employee's appeal including statements from any witnesses. Failure to submit a Notice of Appeal within the prescribed time period shall constitute an absolute waiver of the right to an "administrative appeal" pursuant to Government Code Section 3300 et. seq.

2. The Administrative Appeal Officer must respond in writing to the Notice of Appeal within twenty (20) working days following submission. No hearing is required to be held and the Administrative Appeal Officer may respond solely on the materials and documents provided by the appealing employee and by the department.

3. The Administrative Appeal Officer shall have the power to amend, modify, rescind or uphold, in whole or any part thereof, the claimed punitive action of the department or authority imposing the discipline.
4. The “administrative appeal” provided for herein need not be completed prior to the implementation of the alleged “punitive action”.

## **ARTICLE 17. GRIEVANCE PROCEDURE**

### **Section 1. 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.

### **Section 2. Scope of Grievance**

1. A grievance is a claimed violation, misapplication or misinterpretation of the provisions of a Resolution or employee protections contained in ordinances, resolutions, personnel rules or written policies, adversely affecting an employee's wages, hours or conditions of employment.
2. Specifically, excluded from the scope of grievances are:

Subjects involving the amendment or change of Board of Supervisor resolutions and ordinances, which do not incorporate the provisions of this MOU or other employee protections contained in ordinances, resolutions personnel rules or written policies.

- A. Discrimination complaints that allege violations of equal employment opportunity laws or employment discrimination, which shall be processed under the County's Discrimination Complaint Procedure.
- B. Appeals of the “Reduction in Force” Articles and Policies, which fall under the appeal process contained within that policy.
- C. Appeals of disciplinary actions resulting in termination, demotion, suspensions without pay which fall under the County's Appeal Procedure.

### **Section 3. Definitions**

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

#### **Section 4. 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 – If the grievance is not resolved by the written decision of the immediate supervisor and if there is an intermediate level of supervision below the appointing authority, the grievant may, within five (5) working days after the date of the supervisor's decision, file a written appeal to the intermediate supervisor who shall respond in writing within ten (10) working days. If the grievance is denied, the reasons for denial shall be given in the supervisor's response. This response shall contain the position to which the next level of employee grievance should be addressed.
  - c) Appointing Authority - If grievance is not resolved by the written decision of the supervisor, the grievant may submit in writing within five (5) working days after the date of the supervisor's written decision his grievance to the appointing authority. The appointing authority shall conduct such meeting(s) with the employee; informal hearings and investigations as are appropriate in his/her judgment and deliver to the grievant a written decision within ten (10) working days. If the grievance is denied, the reasons for denial shall be included in the response.
  - d) Director of Human Resources or Designee - If the employee wishes to appeal the appointing authority's decision, he/she may do so in writing to the Director of Human Resources or designee within five (5) working days after the date of the appointing authority's decision. The Director of Human Resources or designee shall conduct such meeting (s), informal hearings and/or investigations as are appropriate in his/her

judgment and deliver to the grievant a written decision within fifteen (15) working days. If the grievance is denied, the reasons for the denial shall be included in the response.

3. Final Resolution - Should the grievant be unsatisfied with the decision of the Director of Human Resources or designee, the grievant and representative may within ten (10) working days notify the Director of Human Resources or designee that he/she is appealing the Director of Human Resources' or designees' decision either to (a) the Civil Service Commission or (b) Arbitration, for final resolution of the grievance, subject to ratification by the Board of Supervisors if the decision required an unbudgeted expenditure. Grievances that involve an interpretation of a personnel resolution, personnel rule or Memorandum of Understanding shall be appealed through the Arbitration method as it is described in this paragraph. If (a) Civil Service Commission (CSC) is chosen, the CSC shall have thirty (30) days from the secretary's receipt of such appeal and a written answer from County Management to decide the case or set a hearing. Within thirty (30) days after the hearing the CSC shall render its decision in the matter. If (b) Arbitration is chosen, the grievant (and his/her representative) and the County's Management representative shall attempt to mutually agree on an acceptable arbitrator. If no agreement can be reached on an arbitrator within five (5) working days, a list of seven (7) names from the California State Conciliation & Mediation Service shall be obtained. The parties shall alternately strike names until only one (1) 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 18.        OUTSIDE EMPLOYMENT**

## **Section 1. Approval**

1. No employee may engage in any outside employment without first obtaining written approval of the appointing authority. Failure to obtain prior written approval for outside employment or engaging in outside employment may lead to disciplinary action.
2. In order to obtain approval for outside employment, the employee must complete a memo describing the nature of the employment to the employee's immediate supervisor. The application will then be forwarded through channels to the appointing authority for consideration.

## **Section 2. Appeal of Denial of Outside Employment**

1. If an employee's Outside Employment request is denied or withdrawn by the department, the employee may file a written Notice of Appeal to the appointing authority within ten (10) days of the date of denial.
2. If the employee's appeal is denied, the employee may file a grievance pursuant to the procedure set forth in Article 17.

## **Section 3. Prohibited Outside Employment**

The County expressly reserves the right to deny any Outside Employment Application submitted by an employee seeking to engage in any activity which:

1. Involves the employee's use of departmental time, facilities, equipment or supplies, the use of the agency badge, uniform, prestige or influence for private gain or advantage.
2. Involves the employee's receipt or acceptance of any money or other consideration from anyone other than the County for the performance of an act which the employee, if not performing such act, would be required or expected to render in the regular course or hours of employment or as a part of the employee's duties as an employee of this County.
3. Involves the performance of an act in other than the employee's capacity as a County employee which may later be subject directly or indirectly to the control inspection, review, audit or enforcement of any other employee of his/her department.
4. Involves time demands that would render performance of the employee's duties for the County less efficient.

## **Section 4. Outside Security Employment**

Consistent with the provisions of Penal Code 70, and because it would further create potential conflict of interest, no member of the Sheriff's Office may engage in any outside employment as a private security guard, private investigator or other similar private security position.

## **ARTICLE 19. RENEgociATIONS**

### **Section 1. Successor Agreement**

In the event that either party desires to negotiate a successor Memorandum, the party shall serve upon the other its written request to commence negotiations, provided that negotiations shall begin no later than 90 calendar days prior to the termination date of this Memorandum. An Agent of EDCLEMA may serve notice for the El Dorado County Law Enforcement Management Association. If such notice is not served, the terms and conditions set forth in this MOU may continue for an additional year.

### **Section 2. Notification of Representatives**

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

### **Section 3. Negotiations During Work Hours**

Up to three (3) EDCLEMA representatives shall have their work hours and/or duty days adjusted so that they will be on active duty during negotiations whenever possible. Participation in negotiations does not release any employee from responsibilities of their full-time employment requiring immediate attention or action (for example, scheduled court appearances or emergency call-back).

## **ARTICLE 20. FULL UNDERSTANDING MODIFICATION AND WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, that the understandings arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement for its duration, therefore, constitute the complete and total contract between the County and EDCLEMA with respect to wages, hours and other terms and conditions of employment. Any prior or existing Agreement between the parties whether formal or informal, regarding any such matters are hereby superseded and terminated in its entirety, except with the understanding that any provisions that existed but were inadvertently omitted, will continue to apply for the duration of this MOU. The parties voluntarily waive the right to meet and confer in good faith with respect to any subject or matter referred to or covered in this Agreement, except that the parties, by mutual agreement, may meet and confer and agree to amend any matter in this Agreement, including compensation; provided however, that the County may make changes to the Human Resources rules consistent with rights EDCLEMA has to meet with the County prior to implementation of such changes.

If the County should absorb another entity which results in employees of the other entity being covered by this MOU, the County and EDCLEMA shall expeditiously meet and confer regarding the effect of such action on wages, hours, and other terms and conditions of employment of such new employees.

All pertinent ordinances and resolutions shall be revised to conform to this Agreement. All other ordinances, resolutions, rules and regulations, practices and policies shall continue in force and effect during the term of this Agreement unless modified according to the provisions of this Agreement.

#### **ARTICLE 21. SEVERABILITY**

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal and State laws and regulations and the current provisions of the County Charter and Code. If any part or provision of this MOU is in conflict or inconsistent with such applicable provisions of those Federal, State or County enactments or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected. If any part or provision of this MOU is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision with the understanding that total compensation to employees under this MOU shall not be reduced or increased as a result of this Article.

The parties hereto agree to refrain from initiating any legal action or take individual or collective action that would invalidate Articles of this MOU.

#### **ARTICLE 22. ECONOMIC HARDSHIP REOPENER**

At any time after the effective date of this comprehensive MOU, upon thirty (30) calendar days written notice to the Association, the County may reopen this agreement for renegotiation regarding future increases in compensation if a financial shortfall in the County budget has occurred that 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 El Dorado County Charter. Any notice provided subject to this section must include evidence demonstrating the basis for the claim of financial hardship.

#### **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 Agreement.

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 LAW ENFORCEMENT  
MANAGEMENT ASSOCIATION

\_\_\_\_\_  
Jack Hughes  
Liebert, Cassidy, Whitmore  
Lead Negotiator for the County  
Or Delegee

\_\_\_\_\_  
Kim Gillingham                      Date  
Labor Representative

Date\_\_\_\_\_

\_\_\_\_\_  
Jeffrey Dreher

\_\_\_\_\_  
Joseph Carruesco  
Director of Human Resources

\_\_\_\_\_  
Edward Falkenstein

Date\_\_\_\_\_

\_\_\_\_\_  
Gary Romanko

Board of Supervisors

\_\_\_\_\_  
Lori Parlin, Chair

Date\_\_\_\_\_

ATTEST: Kim Dawson  
Clerk of the Board of Supervisors

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

Date\_\_\_\_\_