

# MEMORANDUM OF UNDERSTANDING

**Between**

**The County of El Dorado**

**And**

**El Dorado County Criminal  
Attorneys' Association  
(EDCCAA)**

**July 1, 2018 – June 30, 2021**



# MEMORANDUM OF UNDERSTANDING

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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 the employees of County of El Dorado (County) represented by the El Dorado County Criminal Attorneys' Association (EDCCAA or Association).

## **ARTICLE 1. TERMS AND CONDITIONS OF EMPLOYMENT**

### **Section 1. Negotiations**

The Association and County representatives have met and conferred in good faith in regard to wages, hours, and other terms and conditions of employment covering employees in the Criminal Attorney 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 is entered into pursuant to the Meyers-Milias-Brown Act (Government Code sections 3500 – et seq.), and has been jointly prepared by the parties.

### **Section 3. Ratification**

This Memorandum of Understanding (MOU) shall be presented to the Board of Supervisors, as the joint recommendations of the undersigned, for salary and employee benefit adjustments for the period commencing on July 1, 2018 and ending June 30, 2021. Unless otherwise indicated herein, all provisions shall become effective on the date approved by the Board of Supervisors.

### **Section 4. Complete Understanding**

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of El Dorado Personnel Rules and all other County policies and rules shall remain in force and effect other than where superseded by specific provisions of this MOU.

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

### **Section 1. Authorized Agents**

The parties agree that the Association may choose to designate a legal representative and will notify the County in writing of any change. 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 Criminal Attorneys' Association**  
Goyette & Associates, Attorneys at Law  
2366 Gold Meadow Way Suite 200  
Gold River, CA 95670

The Association 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.

Section 2. Recognition

- A. County recognition - The Director of Human Resources or designee is the representative of the County in matters related to employer-employee relations.
- B. EDCCAA is the exclusively recognized employee organization for the Unit.

**ARTICLE 3. COUNTY RIGHTS**

County retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this MOU, except as expressly limited by a specific provision of this MOU. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the County and not abridged herein, are included, but 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 conditions of employment, except, however that the scope of representation shall not include consideration of the merits, necessity, or

organization of any service or activity provided by law or executive order.

#### **ARTICLE 4. EDCCAA RIGHTS**

##### **Section 1. Representation**

This Memorandum covers the employees in the classifications that Association is certified as representing. EDCCAA is the formally recognized employee organization which has the exclusive right to represent said employees during the term of this Memorandum.

##### **Section 2. Communications**

Official Association 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 Association representatives shall be released from duty to attend formal meet and confer sessions, grievances, or discipline meetings with the County. Association shall notify the Director of Human Resources or designee of the names of employees who are official representatives of Association, not more than three (3) of whom can be released at any given time.

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

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

##### **Section 5. E-Mail**

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

- A. E-mails shall not be drafted during working hours (not including duty-free breaks and lunches);
- B. The subject line of the e-mail shall read "EDCCAA Information". E-mail shall be in good taste and shall not malign the County or its representatives.

- C. Subject matter shall be limited to brief Association announcements, inquiries, notices, agendas, minutes, and appropriate attachments.
- D. All e-mail usage shall be consistent with departmental policy, the County of El Dorado Computer and Network Resource Usage Policies and Standard Guide and the provisions of this MOU.

Section 6. Dues Deductions

A. Payroll Deductions – Criminal Attorney Unit

1. It is agreed that Association membership is not a mandatory condition of employment for any employee in the Unit covered by this agreement. The Association may have the regular dues deductions of its employees deducted from employees' paychecks under procedures prescribed by State law.
2. The County will provide to the Association a list of the new employees hired into regular positions represented by the Association during pay periods in which there is a new employee in the Unit.
3. The County shall not be liable to the Association, employees, or any other party by reason of the requirements of this Section for the remittance or payment of any sum other than the constituted actual deductions made from an employee's wages earned. The Association shall hold and keep the County harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that may arise out of or by reason of action taken by the employer under this Article.

B. Hold Harmless

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

Association shall defend, indemnify and hold harmless, release and save the County and its agents and employees against any claims, demands, suits, orders, judgments, or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the county under this Agreement. This includes but is not limited to the reasonable cost of County's attorney fees and costs, and the reasonable cost of management preparation time.

**ARTICLE 5. SALARY AND OTHER RELATED ISSUES**



## Section 1. Salaries

Effective the first full pay period following Board of Supervisors' adoption of the 2018-2021 MOU, County will make the following base wage increases for all classifications in this Unit:

Step 1 4.32% base wage increase for purposes of an equity adjustment;

Step 2 3.85% base wage increase in exchange for the deletion of management leave cash-out;

Step 3 1.92% base wage increase in exchange for reduction of annual management leave accrual from eighty (80) hours to forty (40) hours.

Effective the first full pay period following Board of Supervisors' adoption of the 2018-2021 MOU, County will adjust internal salary alignments between classifications in this Unit as follows:

I will be 17.8% below II

II will be 14.4% below III

III will be 15.7% below IV

Effective the first full pay period in July, 2019, County will increase base wages of all classifications in this Unit by 1.92% in exchange for reduction of annual management leave accrual from forty (40) hours to zero (0) hours.

Effective the first full pay period in July, 2019, County will make a base wage adjustment for all classifications in this Unit in an amount to be determined by the 2019 El Dorado County comparable agency survey (survey); the 2019 survey will use the same nine (9) comparator agencies, elements of compensation and benchmark classification as the 2018 survey prepared by the County's Human Resources Department. The adjustment will place the El Dorado County benchmark (Deputy District Attorney IV) and internally tied classifications at 5.0% below the market median (+/- 1.0%).

Effective the first full pay period in July, 2020, County will make a base wage adjustment for all classifications in this Unit in an amount to be determined by the 2020 survey, which will use the same nine (9) comparator agencies, elements of compensation and benchmark classification as the 2019 survey prepared by the County's Human Resources Department. The adjustment will place the El Dorado County benchmark and internally tied classifications at 5.0% below the market median (+/- 1.0%).

## Section 2. 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 Personnel Rules. For purposes of vacation accrual and shift selection, 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 and the shift selection order 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 insurance.

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 on or after June 30, 2009, will not be eligible for County contribution toward retiree health insurance, in accordance with Article 12, Section 4.

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.

## Section 3. Salary Provisions Upon Restoration From Lay Off

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:

- 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 prior service shall be credited for the purpose of determining sick leave and vacation earning rate, longevity pay increases and time in step.
- C. The employee shall be placed on the step of the salary range that was held at the time of the layoff.

## Section 4. Salary Step Increases

- A. 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.
- B. 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 salary range if the employee's Appointing Authority or designee submits the required paperwork denying the step increase at least one full pay period prior to the employee's salary review date.
- C. All increases shall be effective on the first day of the biweekly pay period following completion of the required period of service.

## **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:

- January 1 - New Year's Day
  - January (Third Monday) - Martin Luther King Jr.'s Birthday
  - February (Third Monday) - Washington's Birthday
  - May (Last Monday) - Memorial Day
  - July 4 - Independence Day
  - September (First Monday) - Labor Day
  - November 11 - Veteran's Day
  - November - Thanksgiving Day
  - November - Friday after Thanksgiving
  - December 24 - Christmas Eve (When December 25 falls on a Thursday, the day after Christmas, shall be observed as a County holiday in lieu of Christmas Eve.)
  - December 25 - Christmas Day
- A. Every day appointed by the President or Governor, upon concurrence by the County Board of Supervisors, for a public fast, Thanksgiving, or holiday shall also be considered as a holiday for purposes herein.
  - B. Floating Holidays - In Lieu of Lincoln's Birthday and Columbus Day regular

employees shall be entitled to up to sixteen (16) hours of floating holiday time. This time will be credited in pay period 01 of each year. Floating holidays shall be taken at a time agreeable to both the employee and the appointing authority. Part-time employees shall receive this holiday time on a pro-rated 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 or their second day off as if it were a Sunday.

## Section 3. Compensation for Holidays

Regular full-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 paid status for the full day on both their regularly scheduled work days immediately preceding and following the holiday.

Regular part-time employees shall be entitled to holiday pay as described above in proportion to the percentage of hours worked during the biweekly pay period which includes a holiday, not to be compounded and not to exceed eight (8) hours for any one (1) day. The holiday hours paid but not worked will not be used in the calculation of the percentage of hours worked that determines how many holiday hours will be paid. The appointing authority may approve holiday pay when an employee has insufficient sick leave accruals to maintain paid status for the full day immediately preceding and following the holiday, provided the employee will use at least twelve (12) hours of sick leave or the maximum number of hours required in the coordination of State Disability Insurance (SDI) during the pay period that includes the holiday.

## Section 4. 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 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:

- A. 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). Maximum accumulation of three hundred twenty (320) hours vacation leave.
- B. Employees with over four years 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). Maximum accumulation of three hundred twenty (320) hours vacation leave.
- C. Employees with over eleven years 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). Maximum accumulation of three hundred twenty (320) hours vacation leave.

Effective the first full pay period following the Board of Supervisor's adoption of the 2018-2021 MOU, the maximum vacation accrual cap will be changed from four hundred (400) hours to three hundred twenty (320) hours; employees who have accrued over three hundred (300) hours as of the pay period the Board of Supervisor's adopts the 2018-2021 MOU will receive a one-time cash-out for all vacation hours over three hundred (300).

### **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. 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. 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. Except as provided for in Article 7, Section 1, no employee in this Unit shall receive any payment in lieu of vacation while remaining a County employee.

### Section 3. Vacation Scheduling

It is the policy of the County that employees take their vacation each year; provided however, that for reasons deemed sufficient by the appointing authority or designee, an employee 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 or designee.

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

All requests for vacation must be approved by the employee's appointing authority or designee; the appointing authority or designee is responsible for ensuring that the employee 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 or designee to require vacation leave is taken in order to avoid forfeiture.

### Section 4. Donation of Vacation

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

- A. 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.
- B. Use of sick leave shall be limited to those hours that were accrued as of the prior pay period. 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 or designee, to a maximum of the time accrued, for the following conditions:

- A. The employee's illness, injury, or exposure to contagious disease which incapacitates him/her from performance of duties.
- B. The employee's receipt of required medical, dental, chiropractic or optical care or consultation.
- C. 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.
- D. 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 which the employee has been designated the 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:

- A. Disability arising from any sickness or injury purposely self-inflicted or caused by the employee's willful misconduct.
- B. 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

- A. 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.

- B. 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 the employee's SDI will equal one hundred percent (100%) of the total base salary. It is the employee's responsibility to file for SDI 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 supervisors 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.

- A. Departments may request information in order to aid in the determination of whether the sick leave use is legitimate. An appointing authority or designee may require a physician's statement or acceptable substitute from an employee who applies for sick leave, or make whatever reasonable investigation into the circumstances that appears warranted before taking action on a sick leave request.
- B. 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.
- C. Sick leave abuse is defined as follows:
  - 1. If an employee who has taken sick leave is suspected of sick leave abuse, the department may institute an investigation. Based on the results of that investigation, appropriate action will be taken.
  - 2. The County may request that the employee provide a physician's statement, as authorized by law or acceptable substitute during an absence if the employee receives notice prior to returning and the absence is longer than three (3) days. However, if an employee has a record of excessive sick leave use, or if the employee's leave 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 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.

Each use of sick leave may last one (1) or more days. Each day of a multi-day sick leave absence does not constitute its own individual use of leave.

It is important to note that use of leave identified under paragraphs “b” and “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 indicate 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.

- D. When an employee has been determined to have used sick leave for illegitimate purposes, the County may recover such funds.
- E. Each appointing authority shall maintain complete and current records of sick leave 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 unit 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, an employee must have five (5) or more years of County service.

- A. 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.

- B. In the event an employee dies while in active service with the County, their sick leave pay-off will be made in accordance with these provisions.

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

At the time of retirement, an employee 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. Payment shall be made at the employee's last hourly rate of pay.

#### Section 11. Retirees' Conversion of Sick Leave to Health Insurance

An employee who is retiring under the CalPERS system may, at his/her option, in lieu of Section 10, Payment for Unused Sick Leave at Retirement, receive the equivalent value of that benefit in paid health plan premiums. Employees shall be responsible for whatever taxes are payable for this benefit.

### **ARTICLE 9. LEAVES**

#### Section 1. Management Leave

Effective the first full pay period following the Board of Supervisor's adoption of the 2018-2021 MOU, in exchange for a base salary increase prescribed in Article 5, Section 1, management leave for this Unit shall be reduced from eighty (80) hours to forty (40) hours; any credited management leave in excess of forty (40) hours shall be deleted. Effective July, 2019, in exchange for a base salary increase prescribed in Article 5, Section 1, employees in this Unit shall no longer be eligible for management leave and none shall be credited in July, 2019.

- A. Part-time employees shall receive a prorated share of management leave based upon their ongoing work schedule.
- B. Employees hired after January 1 of each year shall receive half the designated entitlement of management leave.

#### 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 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

- A. 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.
- B. 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.
- C. Private Litigation - An employee who shall be called as a witness in a private or civil matter unconnected with the course of their County 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 Chief Administrative Officer (CAO), may place an employee on leave of absence with pay (suspended with pay) for a period not to exceed thirty (30) working days. Such leave may be extended with justification with approval of the CAO. This leave with pay (suspension with pay) shall be used when an employee is under investigation or for other necessary or emergent need such as when the employee's continued presence at the work site may be hazardous or disruptive.

### 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 Worker's 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 to 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. Longevity Pay

A regular full-time or part-time employee shall, for all hours in pay status, be paid longevity pay for continuous service in an allocated position with the County except as otherwise provided in this MOU or the Personnel Rules, as follows:

- 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.

Longevity pay for eligible employees shall be effective on the first day of the biweekly pay period following completion of the required period of service.

Employees represented by this Unit prior to the day the Board of Supervisors adopts the 2018-2021 MOU shall be allowed advancement in the longevity tiers, above, through the pay period including December 31, 2020; effective the first full pay period following December 31, 2020, such employees shall be frozen at the longevity pay, if any, they receive at that time and are not eligible for any further longevity pay advancements for subsequent years of service.

Except as provided for in Article 5, Section 3.B, employees added to this Unit on or after the day the Board of Supervisors adopts the 2018-2021 MOU will not be eligible for longevity pay.

### Section 2. On-Call Assignments

The department may assign an employee to be in an "On-call" status in order to provide immediate legal advice, and search and arrest warrants to law enforcement officers investigating complex criminal cases. "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 one hundred ninety-six dollars and eighty cents (\$196.80) per weekly assignment of such duty.

### Section 3. Bilingual Differential

When the appointing authority or designee designates in writing that an employee must utilize bilingual skill as a required component of the employee's job duties and necessary in the delivery of County services, the employee will be paid a bilingual differential of one dollar (\$1.00) per hour for all hours in pay status. The bilingual differential shall be paid for bilingual proficiency in Spanish, Sign Language, or any language determined by the 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 as bilingual skill providers. The Human Resources Department shall use a verbal and/or written testing process, depending upon the level of bilingual skill required of the employee, to validate the employee's skills. The County shall utilize existing bilingual employees to assess employees' bilingual capabilities when possible. Written authorizations to receive a bilingual differential shall be reviewed and renewed annually by the 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 4. Tahoe Employment Differential

In recognition of limited choices of health care plans, providers, and associated costs 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;
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 file with the Human Resources Department. 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. Mileage Reimbursement

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

#### Section 6. Acting Pay Assignments

- A. 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, under the following conditions:
  - 1. The employee is assigned to a program, service or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule and listed in the County's Personnel Rules 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.
  - 2. The nature of the departmental assignment is such that the employee in the lower classification becomes fully responsible for the duties of the position of the higher classification.
- B. Notwithstanding (A.1) above, in an exceptional circumstance when a vacancy does not exist but the employee has been assigned to perform duties which exceed the scope of that employee's classification, and when determined and justified by the Human Resources Director or designee, 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.
- C. Employees selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification. If the employee does not meet the minimum qualifications, the appointing authority, prior to assigning the employee to the acting position, must provide justification for such selection to Human Resources for approval.
- D. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this agreement.

- E. Higher pay assignments shall not exceed six (6) months except through reauthorization by the Human Resources Director or designee.
- F. If approval is granted for pay for work in a higher classification and the assignment is terminated and later reapproved for the same employee within thirty (30) days, no additional waiting period will be required.
- G. Allowable work location differentials will be paid on the basis of the rate of pay for the higher class.
- H. Employees in this Unit who 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 7. Deferred Compensation

- A. **Deferred Compensation Matching Contribution**  
The County will make a dollar for dollar matching contribution to deferred compensation (457 Plan) accounts on behalf of participating employees in the amount not to exceed four hundred dollars (\$400) of the annual contribution by the employee during the prior calendar year.
- B. **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 employees. Eligible employees are those employees who have ten (10) or more years of County service.
- C. **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 employee's deferred compensation account based upon contributions made up to the date of separation and in accordance with the provisions set forth in the section.

#### Section 8. Bar Dues Reimbursement

The County shall reimburse employees for the entire cost of dues including those with specialties.

#### Section 9. MCLE and Professional Dues Reimbursement

The County shall reimburse employees for MCLE requirements. The County shall also provide reimbursement of California District Attorneys' Association, Public Defender Association and similar professional association of Family Support Attorneys' membership dues.

## Section 10. Lead Attorney Pay Differential

At the discretion of the appointing authority, employees in the Deputy District Attorney III or IV and the Deputy Public Defender III or IV classifications may be assigned and designated as a lead attorney. As a lead attorney, employees will be responsible for providing technical and functional direction to a team of Deputy District Attorneys or Deputy Public Defenders, which may also include other law enforcement staff; directing, assigning, and reviewing the work of the team; providing training and direction on case strategies to the team; and planning and coordinating team activities. When assigned on a full time basis by the appointing authority, the employee shall receive a seven and one-half percent (7.5%) pay differential of the employee's base salary during the term of the assignment. The lead attorney pay differential shall be limited to a maximum of three (3) lead attorneys in the District Attorney's Office and maximum of two (2) lead attorneys in the Public Defender's Office. When such assignment is terminated at the discretion of the appointing authority, the employee is no longer eligible to receive the lead attorney pay differential. Such loss of lead attorney assignment and pay differential shall not be considered a "punitive action" and is not subject to appeal or the grievance procedure.

## **ARTICLE 11. RETIREMENT**

### Section 1. CalPERS Retirement Formula

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

- A. Tier 1 - Retirement benefits for Classic members entering membership for the first time in the miscellaneous classification prior to October 5, 2012, shall be calculated using the retirement formula of 2% @ 55 with Single-Highest Year Final Compensation.
- B. Tier 2 - Retirement benefits for Classic members entering membership for the first time in the miscellaneous classification on or after October 5, 2012, shall be calculated using the retirement formula of 2% @ 60, with Average of Three-Year Final Compensation.
- C. Tier 3 - Effective January 1, 2013, New members shall have retirement benefits calculated using the retirement formula of 2% at age 62, with Average of Three-Year Final Compensation.

### Section 2. CalPERS Contribution

Determination of each employee's calculation of the employee contribution toward normal cost will be administered as required by CalPERS.

- A. Employee subject to Tier 1 and 2 shall pay the seven percent (7%) employee portion



of the CalPERS contribution.

- B. Employees subject to the Tier 3 will pay fifty percent (50%) of the normal cost of their pension as required by law.

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. Survivors Benefits

The County will provide employees "Level III" of the 1959 Survivors Benefits for Employees. 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 Association is to limit and manage the impacts of health plan costs on both County employees and the County's Budget.

1. The County and the Association agree to continue, during the terms of the MOU, to meet and work on long term options for payment of health care costs. For the term of this MOU, the parties agree to implement a standardized cost sharing for health insurance contribution rates, with the County paying sixty-five percent (65%) of the premium for full-time employees and the employee paying thirty-five percent (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 coverage is based on a calendar year (January 1 – December 31). Rates for the ensuing calendar year for Association 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 by the Plan.

4. For purposes of this Article, a full-time employee is defined as an employee in an allocated position whose regular work schedule on an ongoing basis is eighty (80) hours of work in each pay period; a part-time employee is defined as an employee in an allocated position whose regular work schedule on an ongoing basis is less than eighty (80) hours of work in a pay period.
5. In order to be eligible for County Contribution, except as otherwise required by law, a full-time employee must be in a paid status, e.g. the employee must receive pay from work hours, compensatory time off, vacation, or sick leave 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.
6. An employee who ceases to be eligible for County Contributions must pay directly to Risk Management the full amount of employee and County Contribution in order to retain benefit coverage under the County sponsored Health/Dental benefit plan.
7. The County will not contribute toward the cost of any plan other than those sponsored by the County.

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

C. Enrollment

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

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 (OBP). 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 OBP. 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 OBP.
- B. Supplemental Life Insurance – Eligible employees may elect to purchase additional life insurance subject to the provision of the OBP 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 OBP.
- 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. Employees who have elected to receive all or a portion of their optional benefit in cash shall receive such cash in equal prorated amounts over twenty-four (24) benefit pay periods; provided, however, that the employee must have been in paid status during a pay period to receive that pay period's prorated optional benefit amount.
- F. Part-time Employee - A part-time employee, who on December 31, 1989, was

provided with the full OBP as a full-time employee, shall continue to be eligible for the full OBP.

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 OBP 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 OBP 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 OBP 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 OBP.
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 employees in the Unit.

### Section 4. Retiree Health Insurance

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 service) with the County as specified below shall be entitled to the percentage monthly contribution of the "employee only" medical coverage rate, not including dental or vision coverage. The percentage contributed is as follows:

Level 3	20 years plus	67%
Level 2	15-19 years	50%

Level 1

12-14 years

33%

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

1. Miscellaneous Provisions.

a) 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.

b) 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 provision 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 Unit members hired on or after June 30, 2009; however, members hired into an allocated position (excluding extra help and provisional) on or after June 30, 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 Unit employees hired on or after June 30, 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 employee 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.

Section 6. State Disability Insurance (SDI)

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

Section 7. Plan Documents or Contracts Controlling

While mention may be made in the MOU of various benefits and provisions of benefit programs, specific details of benefits provided under the County Health/Dental Plan,

Life, Workers' Compensation and Long-Term Disability Programs shall be governed solely by the various plan documents or insurance contracts and/or policies maintained by the County.

### **ARTICLE 13. HOURS AND WORK SCHEDULES**

#### Section 1. Work Schedules

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

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

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

### **ARTICLE 15. LAYOFF AND 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. This Reduction in Force policy does not apply to employees who are covered by the Reduction in Force procedure defined in the California Administrative Code, Title 2. Division 5. Local Agency Personnel Standards.

#### 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 of up to ten (10) working days of specific employees or classifications without invoking the provisions of this policy, or (2) a specific layoff by classification, number of employees and department(s) pursuant to this policy.

#### 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.

- A. The Department of Human Resources, with the assistance of the affected department, determines the individual to be laid off for the initial classification in which a layoff is to occur and for succeeding lower level classification(s) if displacement by demoting in lieu of layoff is anticipated in accordance with this Article based on employee retention points. A list of the classifications in which positions have been deleted along with the names and total retention points of employees in those classes shall be posted in the affected department and a copy mailed to the Association's current address. It is the Appointing Authority's responsibility to ensure posting.
- B. Layoffs and displacements are made within the department involved and are not Countywide.
- C. Written notice of layoff shall be served on affected employees in person or by USPS Priority Mail sent to the last address on file with the Department of Human Resources. Notice will be served or mailed no later than thirty (30) calendar days prior to the effective date of separation. The thirty (30) calendar days shall include the effective date and the date served. Notice shall be deemed served upon the proof of service date.
- D. The written layoff notice shall include the effective date of the separation (layoff), the reasons for the layoff, displacement rights, if any, rehire or restoration rights

and the appeal rights. Such notice shall also set a specific deadline of not less than five (5) working days for when the affected employee must notify the Department of Human Resources that they will be exercising their displacement rights.

### Section 3. Order of Layoffs

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

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



retention points, the following factors shall be considered in order for the purpose of breaking the tie: total County service (including County of El Dorado service prior to the most current period of employment), disciplinary actions, and appointing authority determination. Letters of reprimand will be considered as tie breaking criteria for up to three (3) years from the date of issuance.

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

#### Section 4. Layoff Privileges

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

- A. **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.
- B. **Restoration**  
Restoration shall be in inverse order of layoff. Names of employees with regular civil service status who have been laid off will be placed on an appropriate restoration list for their classification and department in order of Retention Points. The list will extend for a period of two (2) years. Employees shall also have restoration rights to a classification which has been replaced by a reclassification of the classification which the person previously had permanent status, provided that the duties have remained essentially the same. This list shall be maintained in the Department of Human Resources. This includes employees taking voluntary demotions in lieu of layoff who shall be placed on a restoration list for the class from which they were reduced. Three (3) refusals to accept restoration from a departmental layoff list will remove the eligible individual's name from that list unless the offer of restoration is in excess of twenty five (25) miles from the geographical location of the position from which the employee was laid off.  
  
A person notified of an offer of restoration must respond within ten (10) working days from the proof of service date. Offers of reemployment shall be sent by first class mail to the last address on file in the Department of Human Resources. It is the employee's responsibility to ensure that a current address is provided to the Department of Human Resources.
- C. **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, the employee is 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/her rejection during probation, he/she shall not be required to forfeit his/her status on any layoff list.

D. Placement in Other Departments

In accordance with rules on order of layoff, an employee who shall be laid off shall have a right to be placed in a vacant position in the same class in another department which the department has determined to fill. Referral to vacant positions shall be offered based upon the inverse order of layoff. The new appointing authority shall have up to one hundred twenty (120) days to evaluate the employee's performance. If the appointing authority determines that the employee's performance does not meet job standards, the employee will be returned to the layoff list. The employee will, in accordance with the rule on restoration, be eligible for placement in another vacant position in the same class which a department has determined to fill, according to the provisions above.

E. 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, the employee may, upon request, receive payment for those benefits normally given to terminated employees.

F. 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.

G. Status on Restoration

An employee who has been laid off or voluntarily reduced under the provisions of this Article and subsequently restored in their former classification within a two (2) year period from the date of the employee's layoff or voluntary reduction 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 seniority points held upon layoff shall be restored.
3. All prior service shall be credited for the purpose of determining sick leave and vacation earning rates, longevity pay increases, and time in step.

4. The employee shall be placed on the step of the salary range that was held at the time of the layoff.

H. 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 seniority points or demotions in lieu of layoff (bumping) when seniority points order alone would result in retaining employees unable to maintain a satisfactory level of performance in the department affected. In such cases, the appointing authority or designee 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 of Layoff

A. Right of Appeal

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

B. Notice and Timing of Appeal

1. Appeals shall be filed in writing with the Director of Human Resources or designee. An email shall be accepted as a written appeal.
2. Appeals shall be filed within five (5) working days after the date of service of the notice of layoff as provided in Article 15, Section 2.C.

3. The notice of appeal shall state the employee's reasons for the appeal consistent with Article 15, Section 6.A.

C. Responsibilities of the Director of Human Resources or Designee

1. The Director of Human Resources or designee shall within three (3) working days of receipt of an appeal forward a copy of the appeal to the Association.
2. The Director of Human Resources or designee shall within five (5) working days of receipt of an appeal, determine which employees, if any, will be adversely affected if the appeal is successful. Human Resources will notify all employees potentially adversely affected of the appeal within five (5) working days of receipt of the appeal.

D. Layoff Arbitration Panel

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

1. Appeals shall be heard by a tripartite panel consisting of:
  - a) A representative designated by the Director of Human Resources.
  - b) A representative designated by the Association.
  - c) A neutral member selected in accordance with Article 15, Section 6.D(2).
2. The neutral Layoff Arbitration Panel member shall be chosen by:
  - a) Mutual agreement between the County and Association or their designated representatives within five (5) working days of notification to the Association of an appeal.
  - b) If the County and the Association fail to name a neutral arbitration panel member within five (5) working days of notification to the Association of the appeal, a member of the Civil Service Commission (CSC) shall serve as the neutral third member of the arbitration panel.
    - i. Human Resources shall notify the Chair of the CSC of their inability to agree on a neutral;
    - ii. Human Resources shall notify the Chair of the CSC of their desire that a member of the CSC serve as the neutral member of the Layoff Arbitration panel in lieu of agreement on a third party.
    - iii. The Chair of the CSC shall name a member of the CSC to serve as the neutral member of the Layoff Arbitration Panel and an alternate.

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

#### E. Hearing Process

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

#### F. Decision

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

### **ARTICLE 16. DISCIPLINARY APPEALS**

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

## **ARTICLE 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 misunderstanding and disputes between the County and its employees and/or the Association. The use of this procedure in resolving employee grievance shall not be held against any employee.

### **Section 2. Informal Discussion**

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

### **Section 3. Scope of Grievances**

- A. A grievance is a claimed violation, misapplication or misinterpretation of the provisions of a MOU or employee protections contained in ordinances, resolutions, personnel rules or written policies, adversely affecting an employee's wages, hours or conditions of employment.
- B. Specifically, excluded from the scope of grievances are:
  - 1. Subjects involving the amendment or change of Board of Supervisor resolutions and ordinances, which do not incorporate the provisions of this Memorandum of Understanding or other employee protections contained in ordinances, resolutions, personnel rules or written policies.
  - 2. Discrimination complaints that allege violations of equal employment opportunity laws or employment discrimination. Such complaints shall be processed pursuant to the County Policy Prohibiting Discrimination, Harassment and Retaliation for employees who are not covered by the State Merit System and will be processed under the California Administration Code, Title 2, Division 5, Local Agency Personnel Standards for employees who are covered by the State Merit System.
  - 3. Appeals of the "Reduction in Force" Articles and Policies which fall under the appeal process contained within that policy.
  - 4. Appeals of disciplinary actions resulting in termination, demotion, suspensions without pay. Such complaints shall be processed pursuant to the County's Civil Service Appeal Procedure for employees who are not covered

by the State Merit System and will be processed under the California Administrative Code, Title 2, Division 5, Local Agency Personnel Standards for employees who are covered by the State Merit System.

5. Internal department operational policies and procedures which determine the methods, processes, means and places of providing services except as those policies affect the terms and conditions of employment.

#### Section 4. Definitions

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

#### Section 5. Grievance Procedure

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

##### A. Employee-Initiated Grievance

1. The employee shall prepare a written grievance within twenty-five (25) working days of the incident or occurrence giving rise to the complaint. The employee shall submit the grievance to the immediate supervisor and appointing authority or designated manager. The grievance shall describe the issue, identify the Article of the MOU or section of written policy, rule, resolution or ordinance which the employee feels has been violated and the requested remedy.
2. The appointing authority or designated manager shall investigate the grievance. The appointing authority or designated manager's investigation should include a meeting with the grievant and their representative. The appointing authority or designated manager shall respond to the grievance in writing within ten (10) working days of receipt of the grievance. The appointing authority shall sign the response to the grievance.
3. If the appointing authority or designated manager's written response does not resolve the grievance, the grievant, within five (5) working days, shall submit the grievance to the Director of Human Resources or designee. The Director

of Human Resources designee shall not be from the same department(s) where the grievance arose.

4. The Director of Human Resources or designee shall investigate the grievance. The Director of Human Resources' or designees' investigation should include meeting with the grievant or representative. The Director of Human Resources or designee shall respond to the grievance in writing within fifteen (15) working days.

**B. Association Initiated Grievance**

1. The Association shall submit a written grievance to the Director of Human Resources or designee within twenty-five (25) working days of the incident giving rise to the grievance, with copies to affected appointing authorities.
2. The Director of Human Resources or designee shall investigate the grievance and, within twenty (20) working days, shall issue a written response to the grievance.

**Section 6. Arbitration**

- A. If the written response from the Director of Human Resources or designee to either an employee or Association initiated grievance fails to resolve the grievance, the Association may within ten (10) working days of the date of the written response request that the grievance advance to arbitration.
- B. The grievant's representative and the Director of Human Resources or designee shall attempt to mutually agree on an acceptable arbitrator for the dispute. If no agreement can be reached on an arbitrator within ten (10) working days, a list of seven (7) names from the California State Conciliation and Mediation Service shall be obtained. The parties shall alternately strike names until only one name remains, which name shall be the arbitrator in the dispute. The party to strike the first name shall be chosen by lot.

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

- C. The decision of the arbitrator is final and binding on all parties, subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.
- D. The costs of the arbitrator's fees/mileage shall be borne equally by both parties.
- E. Upon mutual agreement, in lieu of arbitration, the parties may determine to submit the matter to the Civil Service Commission for final resolution subject to ratification by the Board of Supervisors if the decision requires an unbudgeted expenditure.



## Section 7. Basic Rules

- A. **Costs** - All costs of arbitration or Civil Service Commission incurred jointly by both parties to the final resolution process shall be borne equally by the parties. Costs incurred separately shall be borne by the party incurring them. Upon expiration of the MOU, the County shall bear the cost of any grievance heard by the Civil Service Commission. The County and Association shall continue to share equally in the cost incurred jointly by both parties for arbitration heard after the expiration of this MOU.
- B. **Time Limits** - If a grievant fails to carry the grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal the grievance to the next higher level. Time limits may be waived by mutual written consent of the parties.
- C. **Representation** - The grievant may be represented by a person of the grievant's choice at any formal level of this procedure. At the formal and final stages of this grievance procedure, an employee may be represented by a shop steward or person designated by the Association unless otherwise agreed upon by the Association and Director of Human Resources or designee.
- D. **Shop Stewards** - The grievant may be accompanied by a shop steward or one other County employee of his/her choice at the informal level of this procedure. At the formal and final stages of this grievance procedure, a grievant may be represented by a shop steward or person designated by the Association unless otherwise agreed upon by the Association and Director of Human Resources or designee.
- E. **Release Time** - The grievant may take reasonable county time without loss of pay to prepare the grievance and meet with County representatives regarding the grievance.
- F. **Association designated shop stewards** may take a reasonable amount of time, as determined by the Director of Human Resources or designee, without loss of pay to assist a grievant in preparing and presenting a grievance. Only (1) one shop steward will be allowed release time to assist any one (1) grievant or on any one (1) grievance.

## **ARTICLE 18. RENEGOTIATIONS**

### Section 1. Successor Agreement

In the event that either party desires to negotiate a successor MOU, the party shall

serve upon the other its written request to commence negotiations, provided that negotiations shall begin no later than April, 2021.

## 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

Association representatives, not to exceed three (3) in number, shall be granted reasonable time off without loss of compensation or other benefits in order to participate in negotiations. Every effort shall be made to schedule negotiations during regular business hours to the extent practicable. 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/callback).

## **ARTICLE 19. PEACEFUL PERFORMANCE**

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

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

## Section 1. Job Action - Sick Outs

### A. Variance from Personnel Rule 1404, Sick Leave

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

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

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

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

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

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

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

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

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 has 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 County of El Dorado Charter. Any notice provided subject to this section must include evidence demonstrating the basis for the claim of 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 violations occurring in the work place or affecting work performance. The Parties shall discuss the adoption of a reasonable suspicion drug testing policy during the term of this MOU.

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 CRIMINAL  
ATTORNEYS' ASSOCIATION

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

Date\_\_\_\_\_

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

Date\_\_\_\_\_

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

Date\_\_\_\_\_

\_\_\_\_\_  
Lisette Suder

\_\_\_\_\_  
Trish Kelliher

\_\_\_\_\_  
Jaime Pesce

Board of Supervisors

\_\_\_\_\_  
Michael Rinalli, Chair

Date\_\_\_\_\_

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

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

Date\_\_\_\_\_