
**County of El Dorado
Modified Last, Best, and Final Offer
With
OPERATING ENGINEERS
LOCAL UNION NO. 3
TRADES & CRAFTS BARGAINING UNIT**

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LOCAL UNION NO. 3
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Effective the first full pay period following Board adoption on August 4, 2009



Section 1. Uniforms and Uniform Allowance.....	12
Section 2. Boot Allowance.....	12
Section 3. Tool Allowance.....	13
Section 4. Mileage Reimbursement.....	14
Section 5. Registered Veterinary Technician Registration.....	18
Section 6. Building Inspector Certification Program.....	14
Section 7. DOT Haz-Mat Certification.....	16
Section 8. Mechanics Certification Program.....	16
Section 9. Bilingual Pay.....	17
Section 10. Tuition Reimbursement for Accredited Academic Courses.....	17
A. Employee-Requested Courses.....	17
B. County-Required Training	18
ARTICLE 9. EMPLOYEE BENEFITS AND RETIREMENT	18
Section 1. Medical/Dental.....	18
A. Contributions	19
B. Part-time Employees	20
C. Enrollment.....	25
D. Terms&Conditions.....	25
E. Continuation of Medical/Dental Plan - Military Call-Up	22
Section 2. Life Insurance.....	23
Section 3. Long Term Disability.....	23
Section 4. State Disability Insurance.....	23
Section 5. Employee Assistance Program.....	23
Section 6. Retirement Issues.....	23
ARTICLE 10. PAID LEAVES	24
Section 1. Holidays.....	25
Section 2. Vacation.....	26
A. Accumulation Earned	26
B. Limitations	26
Section 3. Sick Leave.....	27
A. Accrual	27
B. Eligibility.....	27
C. Verification.....	27
D. Usage	27
E. Incapacity to Perform Duties	28
F. Payment for Unused Sick Leave	28
G. Retirees Conversion of Sick Leave to Medical Insurance Premium	29
Section 4. Catastrophic Leave.....	29
A. Donation of Vacation Time Directly to Another Employee.....	29
B. Donation of Vacation or Compensatory Time to Leave Bank.....	29
Section 5. Supervisory Leave.....	30
ARTICLE 11. PERSONNEL PRACTICES	31
Section 1. Probation Period.....	31

County of El Dorado Modified Last, Best, and Final Offer with Trades & Crafts

County of El Dorado Modified Last, Best, and Final Offer

Trades & Crafts Bargaining Unit

ARTICLE 1. TERMS AND CONDITIONS

Operating Engineers Local #3 AFL-CIO (herein referenced to as "Union") and representatives of the County of El Dorado (herein referenced to as "County") have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the Trades and Crafts bargaining unit, have exchanged freely information, opinions and proposals and have failed to reach mutual agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Modified Last, Best, and Final Offer by the County of El Dorado has been presented by the Union to the employees in the Trades & Crafts bargaining unit for ratification by said employees who voted on or about June 3, 2009 to reject the Modified Last, Best, and Final offer. This Modified Last, Best, and Final offer is now presented to the Board of Supervisors, in compliance with the Employer/Employee Relations Resolution 10-83, as amended, for final resolution to implement the salary and employee benefit adjustments for the period commencing the first full pay period following final approval by the Board of Supervisors (not to exceed twelve months). *Article 7 Section 2.B shall be implemented as soon as feasible as determined by the County of El Dorado*

This Modified Last, Best and Final Offer cancels all previous agreements and shall supersede any policies, practices or ordinance provisions with which it may be in conflict. Nothing contained herein shall be applied on a retroactive basis unless specifically stated.

This Modified Last, Best and Final Offer represents the entire Offer by the County and cancels all previous agreements on items covered herein, and shall become of full force and effect upon the first full pay period following adoption of the Board of Supervisors and shall continue in full force until a successor Memorandum of Understanding has been entered into pursuant to the Meyers-Milius-Brown Act (Government Code Sections 3500-3510), and has been jointly prepared by the parties.

ARTICLE 2. AUTHORIZED AGENTS AND RECOGNITION

Section 1. Authorized Agents

County of El Dorado Modified Last, Best, and Final Offer with Trades & Crafts

Nothing in this article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the County by any law regulating, authorizing or empowering the County to act or refrain from acting.

ARTICLE 4. UNION RIGHTS

Section 1. Payroll Deductions

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

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

- B. The Union shall indemnify, defend, and hold the County harmless against any claims made, and against any suit instituted against the County on account of deduction of dues as provided in this Section. In addition, the Union shall refund to the County any amounts paid to it in error upon presentation of supporting evidence.

Section 2. Communications with Employees

The Union shall be allowed by a County department, in which it represents employees, use of available bulletin board space for communications having to do with official organization business, such as times and places of meetings, provided such use does not interfere with the needs of the department. The designated representative of the Union shall give notice to the department head 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.

Section 3. Use of County Buildings

- B. The County has the non-appealable right to increase compensation for classifications covered by this Agreement.

Section 2. Salary Resolution

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

A. Entrance Salary

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

B. Salary Step Increases

1. After completion of thirteen (13) biweekly pay periods of satisfactory service at step 1 of the salary range, and upon recommendation of the appointing authority, the employee shall be advanced to the next higher step. If an employee is appointed at a step higher than the first step of the salary range for that classification, the first merit increase shall be after completion of twenty six (26) full pay periods of satisfactory service.
2. After the completion of twenty-six (26) biweekly pay periods of satisfactory service in each of the salary steps above step 1, and upon the recommendation of the appointing authority, the employee shall be advanced to the next higher step in the salary range of that classification until the top of the range is reached.
3. All increases shall be effective on the first day of the biweekly pay period following completion of the required period of service.
4. Changes in an employee's salary because of promotion; upward reclassification, will set a new anniversary date for that employee. The salary anniversary date for an employee shall not be affected by a transfer, downward reclassification or a demotion. Salary range adjustments for a classification will not set a new salary anniversary date for employees.
5. Unless otherwise provided for herein, Resolutions #227 & 228-84 shall apply and determine anniversary dates, pay change dates, etc.

C. Leave Without Pay

Authorized leave without pay shall not extend an employee's date of eligibility for longevity pay increases and vacation accrual rates. Notwithstanding Article 6.B.1 and 2., an employee's eligibility for merit salary step increase shall be extended in

during the four (4) hour shift, are lost. Rest periods if not taken are lost and may not be accumulated to extend lunch hours or to shorten the work day. Neither shall any additional pay accrue to an employee who misses or loses a rest period.

- E. Employees will be allowed a meal period of not less than thirty (30) minutes, nor more than one (1) hour, scheduled approximately at the middle of a full work shift in accordance with Section 311 of Resolution No. 227-84, El Dorado County Compensation Administration Resolution.
- F. In no case may an employee's work schedule be changed during the work week when the purpose of such change is to avoid overtime compensation, unless agreed to by the employee.
- G. Notwithstanding B. and C., above, the Chief Administrative Officer, at his/her discretion, and upon recommendation of the Department Head, may approve an alternative work schedule on a trial basis. Alternative work schedules proposed by the Union shall be submitted to the Department Head and the Chief Administrative Officer. Department initiated alternative work schedules shall be submitted to the Union. Upon request by the Union, management shall discuss any proposed alternative work schedules before reaching a decision on implementation. Decisions on implementation and the reasons therefore shall be communicated to the Union.

Section 2. Overtime

- A. Authorization: The Department Head or his/her designee may require and shall authorize the performance of any overtime work in advance of being worked. If prior authorization is not feasible because of emergency conditions, a confirming authority must be made on the next regular working day.
- B. Definition: Overtime shall be defined as any authorized time worked beyond forty (40) hours in one work week. "Time worked" shall not be defined to include holidays, administrative leave, vacation, compensatory time off and sick leave, except as provided otherwise in this Agreement. *Article 7 Section 2.B shall be implemented as soon as feasible as determined by the County of El Dorado*
- C. Compensation: Overtime shall be compensated at one and one half (1 ½) times the employee's basic hourly rate of pay, or at the employee's request and with the department's approval, compensating time off (CTO) may be taken at the rate of one and one half (1 ½) times off for each hour worked in lieu of overtime pay.
- D. Accumulation and Use of Compensatory Time Off: The maximum accumulation of Compensating Time Off (CTO) shall be 160 hours

- C. There shall be no duplication or pyramiding of rates paid under this section. No employee shall be compensated for on-call duty and call-back duty simultaneously. Hours worked on call-back duty shall be deducted from the prescribed on-call duty to determine the appropriate on-call pay.
- D. "Call-back" time is overtime and shall be paid in accordance with overtime pay provisions.
- E. The two-hour minimum shall apply only when an employee is required to physically return to work (e.g. leave home or another off duty location) in order to perform required duties. An employee who performs work after regular work hours, but who is not required to leave home, shall be compensated at time and one half pay or compensatory time as per overtime provisions.
- F. Call-back provisions, including the two-hour minimum, shall not apply if an employee is called to work within one hour of their normal starting time. If an employee is called to work within the one hour prior to their normal starting time, they shall be compensated under normal overtime provisions.

Section 5. Acting Pay Assignments

When an employee in a permanent position is required to work in a higher classification for which the compensation is greater than that to which the employee is regularly assigned, and the employee works in such assignment for more than 15 work days, the employee shall receive compensation for such work retroactive to the first day of the assignment at the rate of pay established for the higher classification pursuant to Section 206 Salary Promotion of El Dorado County Resolution 227-84, under the following conditions:

- A. The employee is assigned to a program, service or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule and listed in the County's Authorized Personnel Resolution and such authorized position has become vacant due to the temporary or permanent absence of the position's incumbent. A copy of the department head's written approval of this assignment must be submitted to the Director of Human Resources at the start of the assignment. The nature of the departmental assignment is such that the employee in the lower classification becomes fully responsible for the duties of the position of the higher classification.
- B. Notwithstanding A above, in an exceptional circumstance when a vacancy does not exist but an employee has been assigned to perform duties which exceed the scope of that employee's classification, and when determined and justified by the County Administrator, in his sole discretion, the employee will be entitled to pay for a higher classification in accordance with the other provisions of this Section.

After 20 years

10% of base salary*

- Represents total amount of longevity granted; amount shown are not cumulative.

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

Base salary is defined as the hourly rate as listed in the Salary Resolution for the employee's classification and step.

Section 8. Shift Differential

Except as otherwise specified, any regular employee who is assigned to shift work (non-day shift) and actually works between 3 p.m. and prior to 11 p.m. (swing shift) shall receive an additional seventy-five cents (\$.75) per hour over their regular rate of pay for all hours actually worked during this shift.

Except as otherwise specified, any regular employee who is assigned to shift work (non-day shift) and actually works between 11 p.m. and prior to 7 a.m. (graveyard shift) shall receive an additional one dollar (\$1.00) per hour over their regular rate of pay for all hours actually worked during this shift.

Employees in the Department of Transportation: Notwithstanding the above, any employee who actually works between the hours of 6:00 p.m. and 6:00 a.m. shall receive an additional one dollar (\$1.00) per hour over their regular rate of pay for all hours actually worked during this period.

Employees in Custodian Classifications: Notwithstanding the above, Custodian classifications shall receive eighty-five cents (\$0.85) per hour over their regular rate of pay for all hours actually worked during their shift.

Section 9. Toxic Chemical Differential

For Department of Transportation employees: Those employees qualified and assigned by the department to apply pesticides/herbicides shall receive a five percent (5%) per hour differential over their regular rate of pay for each hour assigned to apply pesticides/herbicides.

Employees in the Bridge Maintenance Worker classification series who are qualified and assigned by the Department of Transportation to apply High Molecular Weight Methacrylate, polymer concrete coatings and epoxy resins on bridge decks and related surfaces shall receive a five percent (5%) per hour differential over their regular rate of pay for each hour assigned to apply such treatment.

department to wear boots, and are employed in the classification during Pay Period numbers 01 and 14 of each year.

Classification

Bridge Maintenance Supervisor
Bridge Maintenance Worker III
Bridge Maintenance Worker I/II
Senior Bridge Maintenance Worker
Traffic Control Maintenance Supervisor
Senior Traffic Control Maintenance Worker
Traffic Control Maintenance Worker III/IV
Traffic Control Maintenance Worker I/II
Highway Maintenance Supervisor
Senior Highway Maintenance Worker
Highway Maintenance Worker III/IV
Highway Maintenance Worker I/II
Equipment Maintenance Supervisor
Senior Equipment Mechanic
Equipment Mechanic I/II/III
Equipment Mechanic Helper
Fleet Services Technician
Fleet Services Supervisor
Building Operations Supervisor
Building Operations Technician
Senior Building Maintenance Worker
Building Maintenance Worker I/II
Senior Grounds Maintenance Worker
Waste Management Technician
Parts Technician
Grounds Maintenance Worker I/II
Senior Energy/Weatherization Technician
Energy/Weatherization Technician I/II
Storekeeper/Courier
Solid Waste Technician
Animal Control Officer I/II
Senior Animal Control Officer
Supervising Animal Control Officer

Eligible employees in the Custodian classifications shall receive a seventy-five dollar (\$75) shoe allowance in pay period number 02 of each year. Eligible employees are those employees in the Custodian classification employed during pay period number 01 of the year.

Section 3. Tool Allowance

County of El Dorado Modified Last, Best, and Final Offer with Trades & Crafts

ICBO or IAPMO	Plumbing Inspector Certificate (\$25.00)
ICBO or IAPMO	Mechanical Inspector Certificate (\$25.00)
ICBO	Electrical Inspector Certificate (\$25.00)
ICBO	Plans Examiner Certificate (\$50.00)
ICBO	Permit Technician (\$25.00)
CABO	Building Official Certificate (\$75.00)
ICBO	Reinforced Concrete Special Inspector Cert. (\$25.00)
ICBO	Prestressed Concrete Special Insp. Cert. (\$10.00)
ICBO	Structural Masonry Special Inspector Cert. (\$25.00)
ICBO	Structural Steel/Welding Spec. Insp. Cert. (\$25.00)
CCEC or SCACEO or AACE	Code Enforcement Officer (\$25.00)
ICBO	= International Conference of Building Officials
ICC	= International Code Council
IAPMO	= International Assoc. of Plumb. and Mechanical Officials
CABO	= Council of American Building Officials
IFCI	= International Fire Code Institute
CEC	= California Energy Commission
CCEC	= California Code Enforcement Corporation
SCACEO	= Southern California Code Enforcement Officers
AACE	= American Association of Code Enforcement

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

- C. Eligibility for compensation under this program will cease on the date specified on the certificate or upon such date the issuing agency withdraws, decertified or terminates such certificate, unless proof of successful passage of the certification renewal examination is provided to the County. If compensation is terminated for any of the foregoing reasons, eligibility will be reinstated only upon proof of renewal of certification and then only on the first of the month following the month in which the renewal certification is provided.

Section 9. Bilingual Pay

Pay for use of bilingual skills will be forty dollars (\$40) per pay period. In order to be eligible to receive bilingual pay, the employee must:

- A. Be certified by the County as possessing the requisite skill in the foreign language required in the assignment; and
- B. Be authorized by the department head and required as a regular part of the assignment of duties to converse and/or write in a language other than English.

In order to be eligible to receive such differential, an employee must demonstrate a language proficiency acceptable to the department head, as certified in writing to the Director of Human Resources. Written authorizations shall be reviewed and renewed annually.

This differential shall only apply when an eligible employee is in paid status for a majority of their allocated hours in a pay period. Employees on leave without pay are not eligible for this differential.

Section 10. Tuition Reimbursement for Accredited Academic Courses

A. Employee-Requested Courses

1. Applicability:

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

2. Requirements for Partial Reimbursement of Tuition:

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

A. Contributions:

Effective July 9, 2005, the County will implement an 80% County – 20% employee cost sharing, as applied towards the cost of the County-sponsored medical/dental benefit plan.

At the request of Operating Engineers Local No 3, the two tier plan for the Operating Engineers Local No 3 Health Plan will be changed from a two tier plan of employee only and employee plus one or more, to a new three tier plan of employee only, employee plus one, and employee plus two or more. The County contribution per pay period shall be equal to the County contributions to the County plan outlined below.

The County Health Plan contribution rates for 2009/2010 County Health Plan year are as follows:

	<u>County</u> <u>Contributions</u>	<u>Employee</u> <u>Payroll Deductions</u>
<u>Employee Only</u>	<u>\$266.40</u>	<u>\$66.60</u>
<u>Employee Plus One</u>	<u>\$498.40</u>	<u>\$124.60</u>
<u>Employee Plus Two or more</u>	<u>\$678.40</u>	<u>\$169.60</u>

At the request of Operating Engineers Local No 3, the two tier plan for the Operating Engineers Local No 3 Health Plan will be changed from a two tier plan of employee only and employee plus one or more, to a new three tier plan of employee only, employee plus one, and employee plus two or more. The OE3 health plan offers members two options Plan A and Plan B (Kaiser). The OE3 Health Plan pays their premium amounts based on 24 pay periods whereas the County plan is collected over 26 pay periods. The County contribution levels to the OE3 plan are outlined below. The County will contribute actual cost of the OE3 health plans, but not to exceed the County contribution for County health plans effective the first full pay period after approval by the Board of Supervisors. The current contributions are indicated below as follows:

The County will contribute to the OE3 Health Plan A for Fiscal Year 2009/2010 only as follows:

	<u>County</u> <u>Contributions</u>	<u>Employee</u> <u>Payroll Deductions</u>
<u>Employee Only</u>	<u>\$288.60</u>	<u>\$58.40</u>
<u>Employee Plus One</u>	<u>\$539.93</u>	<u>\$153.57</u>
<u>Employee Plus Two or more</u>	<u>\$734.93</u>	<u>\$201.07</u>

The County will contribute to the OE3 Health Plan B (Kaiser) for Fiscal Year 2009/2010 only as follows:

	<u>County</u> <u>Contributions</u>	<u>Employee</u> <u>Payroll Deductions</u>
<u>Employee Only</u>	<u>\$275.50</u>	<u>\$ _____</u>

plus the Employee Contribution will be automatically deducted from the biweekly pay check.

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

A part-time employee may work additional or fewer hours than the employee's "ongoing" work schedule without changing the prorata contribution. The prorata contribution level may only be changed by amending the Payroll Personnel Form which documents the change to the ongoing work schedule.

Any part-time employee and dependents who, on or before September 6, 1991, are being provided with the same benefit contribution as full-time employees, will continue to receive full-time benefit contribution throughout the term of this Memorandum.

C. Enrollment

1. Unit employees may choose the County sponsored Plan or Operating Engineers Local 3 Plan. Employees may enroll themselves and their eligible dependents in accordance with the provision of the Plan. Employees may opt not to be covered by the County sponsored medical/dental plan or the Operating Engineers Local 3 Plan if allowed by law. In such case, neither the County nor the employee shall be required to make the contributions specified above.
2. The County will implement open enrollment periods annually. The County shall offer at least one County Health Plan with no pre-existing conditions exclusion during each open enrollment period.

D. Terms & Conditions

1. County sponsored medical plan coverage starts the first day of employment and ends the last day of employment. Retirees, at their own expense, may continue to be enrolled in the County sponsored plan or the Operating Engineers Local 3 Plan. Medical Plan coverage shall be in accordance with the provisions of the Plan. Employees who retire or who separate from

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

Upon the employee's discharge from active duty status, the standard provisions of Article 10 of this Modified Last, Best, and Final Offer shall apply with full force and effect.

Section 2. Life Insurance

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

Section 3. Long Term Disability

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

Section 4. State Disability Insurance

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

Section 5. Employee Assistance Program

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

The County agrees to implement an IRC 125 Plan as soon as possible for employees in the Operating Engineers Health Plan in order to provide the tax advantages to the employees in that Plan for the premiums that they pay.

Section 6. Retirement Issues

- A. Except as specified in 6.B. and 6.C., below, the County shall pay seven (7.0) percent of the employees' PERS contribution for all classifications in the TC Bargaining Unit.
- B. New Employee PERS Contributions - Notwithstanding Article 9, Section 6.A. above, new employees hired on or after November 12, 1994 shall pay the full 7.0% employee share of PERS contribution for the first twenty-six (26) pay periods of employment; the County will pay 3.5% of the employee's contribution to PERS from the twenty-seventh (27th) to fifty-second (52nd) pay period of continuous County

Section 1. Holidays

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

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

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

* 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 floating 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 26 of each year and is not subject to the payoffs provisions. Any unused floating holiday time will be lost.

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

1. Employees covered by this agreement will be eligible to use accrued vacation after completion of thirteen (13) bi weekly pay periods of continuous service with the County.
2. Extra-help, CETA or other employment time may not count toward the required continuous service for vacation benefits.

Section 3. Sick Leave

A. Accrual

Every regular employee shall accumulate sick leave at the rate of .04625 per hour on a pay status, calculated on the basis of actual service (3.7 hours earned per full pay period paid). There is no maximum accumulation.

B. 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 El Dorado County.

C. Verification

Employees are required to notify their supervisor as soon as possible of their absence due to illness or injury. For sick leave of more than three (3) successive work days at any one time, a regular employee must submit a sick leave form (as provided by his department) to his department head for approval upon return to work.

For use of sick leave for three (3) days or less, any regular employee entitled to sick leave may be required to submit a sick leave form to his/her department head for approval. A department 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 the sick leave request.

D. Usage

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

1. The employee's illness, injury, or exposure to contagious disease which incapacitates him/her from performance of duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom by a licensed physician.

- Shall receive 40% of their unused sick leave paid.
- (c) Employees with Over 15 years of service:
Shall receive 70% of their unused sick leave paid.
 - (d) Employees with Over 20 years of service:
Shall receive 100% of their unused sick leave paid.
2. Maximum number of hours paid shall not exceed 500. Employee's last hourly rate of pay shall be used in computing payment.

G. Retirees Conversion of Sick Leave to Medical Insurance Premium

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

Section 4. Catastrophic Leave

A. Donation of Vacation Time Directly to Another Employee

An employee may donate in eight (8) hour increments his/her accumulated vacation time to another employee who has exhausted their sick leave and vacation leave due to an extended or catastrophic illness. Such donation shall be on a form prescribed by the County Auditor. The hours donated will be deducted from the donating employee's accumulated balance and credited to the accumulation vacation account of the employee receiving the donation. The accepting employee shall be responsible for payment of any applicable taxes. County shall withhold any amounts authorized or required by law.

B. Donation of Vacation or Compensatory Time to Leave Bank

Effective September 3, 1994, an employee may request in writing that a specified number of hours of accrued vacation or compensatory time, may be transferred from his/her account to the Leave Bank. Donation periods will be held twice a year during the months of January and July.

The minimum number of hours which may be transferred is eight (8) hours. Any hours transferred from an employee's account to the "Bank" may not be returned or restored to that employee. This section, however, does not prevent an employee from receiving leave from the "Bank".

An employee who is about to exhaust all his/her accrued leave may request, in writing to the Director of Human Resources, that a specified number of hours be

Traffic Control Maintenance Supervisor) will receive up to sixteen (16) hours of Supervisory Leave in pay period 01 of each year. Part-time supervisory employees shall receive this leave time on a pro-rated basis. Supervisory Leave does not accrue from year to year and must be used by the last day of pay period 26 of each year.

ARTICLE 11. PERSONNEL PRACTICES

Section 1. Probation Period

A. Duration

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

Trades & Crafts employees shall undergo a probationary period of twenty-six (26) biweekly pay periods.

Time worked by an employee in a temporary, extra-help, CETA or other employment shall not count toward completion of the probationary period. Civil Service Status (permanent status) shall attach only when a regular employee successfully completes the probationary period for the specific classification during their initial appointment. Leaves of absences, paid or unpaid, leaves granted under the Family Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave, Americans with Disabilities Act, Workers' Compensation laws, or other legally mandated leaves, light duty, transitional duty or modified duty assignments that are not considered significantly within the job functions of the job classification or job assignment shall not count towards completion of the probationary period, as provided by law. Individual probationary periods shall be extended commensurately by each hour under these circumstances. An employee who is not rejected prior to completion of the prescribed probationary period, unless extended as per provision herein, shall acquire permanent status automatically.

B. Status of Employee

1. Probationary Period Required

A probationary period is required in the following circumstances:

- (a) upon initial appointment to a position in a class in the classified service;

(d) upon restoration resulting from a layoff to their former position or lower position in their class series where the employee had completed a probationary period;

(e) upon reclassification to a classification in which the incumbent is Y-rated;

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

C. Right of Return

An employee shall have the right of return to a position in a class in the TC unit which the employee previously occupied when the employee fails to satisfactorily complete the probationary period after being promoted.

An employee who fails to satisfactorily complete a probationary period in a new class as a result of a voluntary demotion or transfer to a class in a new class series, shall have the right of return to a position in the class and department from which the employee previously occupied, provided such right shall be exercised within ninety (90) days of the effective date of the transfer or voluntary demotion. After ninety (90) days, an employee who does not satisfactorily complete the new probationary period shall have a right of return to any vacant position in the former class and department for a period not to exceed six (6) months.

D. Laid-Off Employees

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

E. Rejection During Initial Probation

The appointing authority may terminate (reject) a probationary employee at any time during the probationary period without the right of appeal in any manner and without recourse to either the Grievance or Appeal Procedure; except when the employee alleges and substantiates in writing that the termination was due to political or religious or union activities, race, color, national origin, sex, age, handicap or sexual

Good performance is to be acknowledged by use of letters of commendation and/or recognition which are submitted to Human Resources for inclusion in employees personnel files. Letters of commendation and/or recognition from outside the department are to be forwarded to Human Resources with a copy to the department for inclusion in the employee's personnel file. Failure to provide letters of commendation and/or recognition is not grievable or appealable.

Performance or issues which need improvement are to be documented by memorandum, e.g., letters of warning or counseling, reprimands, etc.

Section 3. Safety Reporting Procedure

A. Purpose

The purpose of this section is to encourage employees to observe and report unsafe working conditions or equipment to their supervisors and for the supervisors to give immediate attention to such reports.

B. Procedure

Step 1: When an employee believes that an unsafe condition exists, the employee shall immediately bring the matter to the attention of the supervisor. If the supervisor does not take immediate steps to remedy the unsafe condition, the employee may file a written "safety" complaint with the supervisor.

Step 2: The supervisor will respond in writing to the complaint within two (2) working days of the time the written complaint is filed.

Step 3: If the written response of the supervisor is unsatisfactory, the employee may present the complaint to the department head or designee within two (2) working days. The department or designee will review the alleged unsafe condition and will make the final decision on the grievance within two (2) working days of receiving the complaint.

Copies of the safety complaint and the responses at all levels will be provided to the appropriate Safety Committee.

The substantive decision of the supervisor or the department head is not grievable under Article 14 of the previous Memorandum of Understanding. However, failure to adhere to this procedure is grievable under Article 14 of the previous Memorandum of Understanding and continues with this Modified Last, Best, and Final Offer.

Section 4. Drug Free Work Place

H. Geographical area is generally defined as:

1. Tahoe Basin
2. Western Slope

ARTICLE 12. REDUCTION IN FORCE

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

A. Policy

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

B. Procedure for Permanent Layoffs

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

1. The Department of Human Resources, with the assistance of the affected department, determines the individuals to be laid off for the initial classification in which a layoff is to occur and for succeeding lower level if displacement by bumping (demoting in lieu of layoff) is anticipated in accordance with this Article according to retention points. A list of the classifications 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 department head's responsibility to insure posting.
2. Layoffs and displacements are made within the department involved and are not Countywide.

the employee has not yet received a performance evaluation in the calendar year of the proposed layoff, his/her performance will be deemed satisfactory. The evaluation received at the completion of the probationary period shall be a "regular" evaluation, but other performance evaluations received during probation or other special evaluations shall not be counted for purposes of this section. The points shall be as follows for full time employees. Part time employees shall receive a proportional amount of performance points based upon their ongoing work schedule.

Outstanding - two (2)

Above Average - one (1)

Satisfactory - zero (0)

Needs Improvement - minus one (-1)

Unsatisfactory - minus two (-2)

The maximum number of points an employee can gain or lose is 2 points per year for a maximum of 6 points.

3. Alternate Classes- Classes which are budgeted as alternate classes (e.g. Office Assistant II/I), as stated in the Personnel Allocation Resolution, shall be treated as one class for purposes of determining retention points.
4. Ties - In cases where two or more employees are tied with the same number of retention points, the following factors shall be considered in order for the purpose of breaking the tie: total County service (including County service prior to the most current period of employment) job related coursework taken during the current period of employment; department head determination.
5. Volunteers For Layoff - An employee who occupies a position within a class within a department affected by a layoff and/or displacement may volunteer to be laid off in place of another employee who has fewer retention points and who would otherwise be laid off. Such employee shall be entitled to the same rights and restoration privileges as other employees in accordance with this Article.

D. Layoff Privileges

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

1. Displacing in a Lower Class - An employee affected by layoff may, at his/her discretion, in lieu of layoff, displace an employee in a class previously held by the employee or in succeeding lower classes in the class series who has less retention points. Retention point computation for displacement purposes are

same class which a department has determined to fill, according to the provisions above.

5. Separation from County Service - Employees who are to be laid off have the option of leaving County service rather than displacing in a lower class, transferring or demoting. In the event an employee is laid off for an indefinite period, he/she may, upon request, receive payment for those benefits normally given to terminated employees.
6. Employment Interviews - Department heads who are referred the names of individuals designated for layoff and who have requested transfers shall personally ensure that such persons are provided an employment interview.
7. Status on Restoration - An employee who has been laid off or voluntarily reduced under the provisions of this Article and subsequently restored in their former classification within a two (2) year period from the date of his/her layoff or voluntary reduction shall receive the following considerations and benefits:
 - (a) All sick leave credited to the employee's account when laid off shall be restored, unless the employee received compensation for such sick leave at the time of the layoff.
 - (b) All Retention Points held upon layoff shall be restored.
 - (c) All prior service shall be credited for the purpose of determining sick leave and vacation earning rates, longevity pay increases, and time in step.
 - (c) The employee shall be placed on the step of the salary range that was held at the time of the layoff.
8. Meet and Confer - Prior to the actual layoffs, the County's representatives and the Association shall, at the request of the Association, meet and confer over the practical effects of the proposed layoffs.

E. Deviation from Retention Points

The Board of Supervisors may approve deviations from the order of layoff by retention points or demotions in lieu of layoff (bumping) when retention points order alone would result in retaining employees unable to maintain a satisfactory level of performance in the department affected. In such cases, the department head shall

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

(a) Appeals shall be heard by a tripartite panel consisting of:

- (1) A representative designated by the County Director of Human Resources.
- (2) A representative designated by the Association.
- (3) A neutral member selected in accordance with paragraph F.4.b.

(b) The neutral Layoff Arbitration Panel member shall be chosen by:

- (1) Mutual agreement between the County and Union or their designated representatives within five (5) working days of notification to the Association of an appeal.
- (2) If the County and the Union 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.
 - (a) Either party may notify the Chair of the CSC of their inability to agree on a neutral;
 - (b) Either party may notify the Chair of the CSC of their desire that a member of the CSC serve as the neutral member of the Layoff Arbitration Panel in lieu of agreement on a third party.
 - (c) The Chair of the CSC shall name a member of the CSC to serve as the neutral member of the Layoff Arbitration Panel and an alternate.

(c) The Layoff Arbitration Panel shall convene and open the hearing within fifteen (15) working days of the initial filing of the appeal. Representatives to the arbitration panel shall be named with primary consideration being given to their availability to meet within the fifteen (15) working day time limit.

- (1) If either or both 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.

A. 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.

B. Scope of Grievances

1. A grievance may be filed if a management interpretation or application of the provisions of this Modified Last, Best, and Final Offer adversely affects an employee's wages, hours or conditions of employment.
2. Specifically, excluded from the scope of grievances are:
 - (a) Subjects involving the amendment or change of Board of Supervisor resolutions, ordinances, which do not incorporate the provisions of this Memorandum of Understanding.
 - (b) Discrimination complaints that allege violations of equal employment opportunity laws or employment discrimination which shall be processed under the County's Discrimination Complaint Procedure.
 - (c) Appeals of the Reduction in Force Articles and Policies which fall under the appeal process contained within that policy.
 - (d) Appeals of disciplinary actions resulting in termination, demotion, suspensions without pay which fall under the County's Appeal Procedure. (Resolution #228-84, Section 207 and Section 11)

C. Definitions

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

D. Grievance Procedure Steps

1. Informal Discussion
Every effort should be made to settle grievances at the lowest level of supervision possible. If an employee has a complaint relating to a work

County of El Dorado Modified Last, Best, and Final Offer with Trades & Crafts

(10) working days. If the grievance is denied, the reasons for denial shall be included in the response.

(d) Director of Human Resources or His/Her Designee

If the employee wishes to appeal the department head's decision, he/she may do so in writing to the Director of Human Resources or his/her designee within five (5) working days after the date of the department head's decision. The Director of Human Resources or his/her designee shall conduct such meeting(s), informal hearings and/or investigations as are appropriate in his/her judgment and deliver to the grievant a written decision within fifteen (15) working days. If the grievance is denied, the reasons for the denial shall be included in the response.

3. Final Resolution

Should the employee be unsatisfied with the decision of the Director of Human Resources and the grievance is based upon one of the Articles listed in this Modified Last, Best, and Final Offer (except for the Reduction in Force Article) the grievant and his representative may within ten (10) working days notify the Director of Human Resources that he/she is appealing the Director of Human Resources decision to Arbitration, for final resolution of the grievance, subject to ratification by the Board of Supervisors if the decision required an unbudgeted expenditure. Grievances that involve an interpretation of a personnel resolution, personnel rule or Modified Last, Best, and Final Offer shall be appealed through the Arbitration method as it is described in this paragraph. If Arbitration is chosen, the grievant (and his/her representative) and the County's Management representative shall attempt to mutually agree on an acceptable arbitrator. If no agreement can be reached on an arbitrator within five (5) working days, a list of seven (7) names from the California State Conciliation & Mediation Service shall be obtained. The parties shall alternately strike names until only one 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 Modified Last, Best, and Final Offer.

4. Basic Rules

(a) Costs

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

(b) Time Limits

stoppage activity herein prohibited, and the County shall have the right to seek full legal redress, including damages, as against any such employee.

ARTICLE 16. FULL UNDERSTANDING, MODIFICATION, WAIVER

This Modified Last, Best, and Final Offer sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, relating to any such matters are hereby superseded or terminated in their entirety.

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 hereto, unless made and executed in writing by all the parties hereto, and if required, approved and implemented by the County Board of Supervisors and the Union membership. The waiver of any breach, term or condition of this Modified Last, Best, and Final Offer by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Section I. Amending Resolution #227-84, Section 304

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

- A. The department heads of the departments specified in the CAO declaration shall require that each employee who is unable to report for duty due to illness or injury who is requesting sick leave shall provide a certificate completed and signed by a licensed physician or other qualified medical professional. This certificate shall show that the physician examined the employee during the period of absence from work, state the date of each examination, describe the physician's diagnosis of the employee's illness or nature and extent of the employee's injury and certify that the physician has recommended that the employee be excused from work for medical reasons, and the specific number of days of the recommended excuse. Such medical verification shall be provided to the department head within three (3) working days of the employee's return to work.
- B. The employee shall also provide a sworn affidavit justifying their claim of sick leave. Such affidavit shall be provided to the employee by the department head

In witness whereof, the parties hereto have caused this Modified Last, Best, and Final Offer to be executed by affixing their signatures below.

COUNTY OF EL DORADO

OPERATING ENGINEERS
LOCAL UNION NO. 3 AFL-CIO
NEGOTIATION COMMITTEE

Allyn Bulzomi
Director of Human Resources

Rick Davis, Business Representative

Walter Narr, Representative

Deborah L. Kal,
Senior Personnel Analyst

Brian Mullens, Representative

Maria G. Mullins, Representative

David Hogg, Representative

Approved By:

Ron Briggs, Chair
Board of Supervisors

Date _____

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

By _____
Deputy Clerk

Date: _____

County of El Dorado Modified Last, Best, and Final Offer Trades & Crafts – Effective
first full pay period upon approval by the Board of Supervisors

APPENDIX B

For current classifications covered by Trades & Crafts, please see the El Dorado County Salary Schedule. The classifications are indicated by the code "TC". The Salary Schedule can be found on the El Dorado County Human Resources Department Website.

January 2009

CLASSIFICATION	STEP 1	STEP 5
Airport Technician I	15.90 hr/2756.00 bi-wkly	19.34 hr/3352.26 bi-wkly
Airport Technician II	17.68 hr/3064.53 bi-wkly	21.48 hr/3723.20 bi-wkly
Animal Control Officer I	13.81 hr/2393.73 bi-wkly	16.79 hr/2910.26 bi-wkly
Animal Control Officer II	15.23 hr/2655.46 bi-wkly	18.62 hr/3227.46 bi-wkly
Assistant Building Inspector	17.30 hr/2998.66 bi-wkly	21.03 hr/3645.20 bi-wkly
Bridge Maintenance Wkr I	15.47 hr/2681.46 bi-wkly	18.80 hr/3258.66 bi-wkly
Bridge Maintenance Wkr II	17.20 hr/2981.33 bi-wkly	20.91 hr/3624.40 bi-wkly
Bridge Maintenance Wkr III	19.08 hr/3307.20 bi-wkly	23.18 hr/4017.86 bi-wkly
Building Inspector I	20.39 hr/3534.26 bi-wkly	24.78 hr/4295.20 bi-wkly
Building Inspector II	22.64 hr/3924.26 bi-wkly	27.52 hr/4770.13 bi-wkly
Building Maintenance Wkr I	15.52 hr/2690.13 bi-wkly	18.88 hr/3272.53 bi-wkly
Building Maintenance Wkr II	17.24 hr/2988.26 bi-wkly	20.96 hr/3633.06 bi-wkly
Building Operations Supvr	22.91 hr/3971.06 bi-wkly	27.85 hr/4827.33 bi-wkly
Building Operations Tech	19.91 hr/3451.06 bi-wkly	24.21 hr/4196.40 bi-wkly
Custodial Supervisor	15.10 hr/2617.33 bi-wkly	18.35 hr/3180.66 bi-wkly
Custodian	11.99 hr/2078.26 bi-wkly	14.57 hr/2525.46 bi-wkly
Energy/Weatherization Tech I	13.97 hr/2421.46 bi-wkly	16.98 hr/2943.20 bi-wkly
Energy/Weatherization Tech II	15.52 hr/2690.13 bi-wkly	18.88 hr/3272.53 bi-wkly
Equipment Maintenance Supvr	21.76 hr/3771.73 bi-wkly	26.45 hr/4584.66 bi-wkly
Equipment Mechanic Helper	15.32 hr/2655.46 bi-wkly	18.62 hr/3227.46 bi-wkly
Equipment Mechanic I	17.03 hr/2951.86 bi-wkly	20.70 hr/3588.00 bi-wkly
Equipment Mechanic II	18.91 hr/3277.73 bi-wkly	22.98 hr/3983.20 bi-wkly
Equipment Mechanic III	19.87 hr/3444.13 bi-wkly	24.15 hr/4186.00 bi-wkly
Fleet Services Supervisor	20.12 hr/3487.46 bi-wkly	24.47 hr/4241.16 bi-wkly
Fleet Services Technician I	15.74 hr/2728.26 bi-wkly	19.14 hr/3317.60 bi-wkly
Fleet Services Technician II	17.48 hr/3029.86 bi-wkly	21.24 hr/3681.60 bi-wkly
Grounds Maintenance Worker I	13.97 hr/2421.46 bi-wkly	16.98 hr/2973.20 bi-wkly
Grounds Maintenance Worker II	15.52 hr/2690.13 bi-wkly	18.88 hr/3272.53 bi-wkly
Highway Maintenance Supervisor	25.18 hr/4364.53 bi-wkly	30.61 hr/5305.73 bi-wkly
Highway Maintenance Worker I	15.47 hr/2681.46 bi-wkly	18.80 hr/3258.66 bi-wkly
Highway Maintenance Worker II	17.20 hr/2981.33 bi-wkly	20.91 hr/3624.40 bi-wkly
Highway Maintenance Worker III	19.08 hr/3307.20 bi-wkly	23.18 hr/4017.86 bi-wkly
Highway Maintenance Worker IV	20.05 hr/3475.33 bi-wkly	24.37 hr/4224.13 bi-wkly
Highway Superintendent	32.97 hr/5714.80 bi-wkly	40.08 hr/6947.20 bi-wkly
Kennel Attendant	12.14 hr/2104.26 bi-wkly	14.76 hr/2558.40 bi-wkly
Kennel Supervisor	16.48 hr/2856.53 bi-wkly	20.03 hr/3471.86 bi-wkly
Operations Supervisor	27.40 hr/4749.33 bi-wkly	33.31 hr/5773.73 bi-wkly
Parts Technician	16.08 hr/2787.20 bi-wkly	19.54 hr/3386.93 bi-wkly
Public Safety Dispatcher I	17.67 hr/3062.80 bi-wkly	21.47 hr/3721.46 bi-wkly
Public Safety Dispatcher II	19.65 hr/3406.00 bi-wkly	23.88 hr/4139.20 bi-wkly
Reprographics Tech I	13.03 hr/2258.53 bi-wkly	15.83 hr/2743.86 bi-wkly
Reprographics Tech II	14.48 hr/2509.86 bi-wkly	17.60 hr/3050.66 bi-wkly
Solid Waste Technician	13.91 hr/2411.06 bi-wkly	16.92 hr/2932.80 bi-wkly
Sr. Animal Control Officer	16.48 hr/2856.53 bi-wkly	20.03 hr/3471.86 bi-wkly