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- F. At any point the medical condition of an employee appears to be permanent, long term, of uncertain duration or likely to preclude the employee's ability to return to work, the County will move to separate the employee and, if appropriate, make application to CalPERS for a disability retirement on behalf of the employee who is eligible for a CalPERS disability retirement. If an employee is not eligible for CalPERS retirement, then the County will move to refer the employee to LTD. Notwithstanding Article 9, Section 3.F., payment for unused sick leave, employees medically separated under disability retirement shall be paid all of their unused accrued sick leave. If an employee is denied disability under CalPERS or LTD, the employee will return to work.
- G. The County and Association agree to encourage employees on medical leaves to return to work as soon as possible in a "light duty or "modified duty" capacity if possible.

#### Section 6. Employee Assistance Program

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

#### Section 7. Retirement Issues

##### A. CalPERS Retirement Formula

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

1. Safety Tier 1 - Retirement benefits for Classic members entering membership for the first time in the safety classification, prior to October 5, 2012, shall be calculated using the retirement formula of 3% @ 50 with Single-Highest Year Final Compensation.
2. Safety Tier 2 - Retirement benefits for Classic members entering membership for the first time in the safety classification, on or after October 5, 2012, shall be calculated using the retirement formula of 2% @ 50, with Average of Three-Year Final Compensation.
3. Safety Tier 3 - Effective January 1, 2013, New members shall have retirement benefits calculated using the retirement formula of 2.7% at age 57, with Average of Three-Year Final Compensation.

B. CalPERS Contribution

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

1. Safety employees subject to Tier 1 Tier 2 will pay 9% of reportable compensation to help fund their pension.
2. Safety employees subject to Tier 3 will pay 50% of the normal cost of their pension.

The County agrees to continue the provisions contained in Section 414(h) (2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions to CalPERS.

C. 1959 Survivors Benefits

The County shall provide the Level 3 1959 Survivors Benefits, as defined in CalPERS Section 21382.2. Each employee shall contribute .93 cents per pay period as required by CalPERS regulations.

D. Retiree Health Contribution

1. For all employees hired before January 1, 2009, who have attained a cumulative total completed years of service (excluding extra help service and provisional) with the County as specified below, shall be entitled to the percentage monthly contribution of the "employee only" rate (strictly health and not to include dental or vision) at retirement toward a County-Sponsored Health Plan as follows:

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

Part-time employees (excluding extra help and provisional) shall be treated in accordance with the Retiree Health Benefits Contribution Plan Document.

County contributions for all bargaining units under this program shall not exceed 1.2% of total County payroll costs during any given fiscal year pursuant to the provisions of the Retiree Health Benefits Contribution Plan Document. The retiree health contribution rates will be calculated annually on a calendar year basis effective January 1 of each calendar year.

~~In lieu of the above and until July 1, 2003; retiring employees with twenty or more years of service with the County shall have a one-time irrevocable option to elect four years of contributions towards a County Sponsored Health Plan or Alternate County Sponsored Health Plan paid at the medical coverage employee-only rate~~

~~(strictly health insurance, not to include dental and vision) in which the retiree is otherwise eligible to enroll.~~

2. Pursuant to the Letter of Agreement dated September 1, 2015, County contributions toward retiree health were discontinued for bargaining unit members hired on or after January 1, 2009. However, members hired into an allocated position (excluding extra help and provisional) on or after January 1, 2009, may continue to participate in the County-sponsored retiree health plan options at their own cost provided they meet the criteria specified in the plan.

## ARTICLE 9. PAID LEAVES

### 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.'s Birthday
3. February (Third Monday) - Washington's Birthday
4. May (Last Monday) - Memorial Day
5. July 4 - Independence Day
6. September (First Monday) - Labor Day
7. November 11 - Veteran's Day
8. November - Thanksgiving Day
9. November - Friday after Thanksgiving
10. 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.)
11. December 25 - Christmas Day

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.

#### B. Floating Holidays

Regular employees shall be entitled to up to sixteen (16) hours of floating holiday time which include Lincoln's Birthday February 12 and Columbus Day, the second Monday in October. This time will be credited in pay period 01 of each year; hours of floating holiday time for newly hired employees will be pro-rated based upon date of hire. 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 26 of each year and is not subject to the payoff provisions. Any unused floating holiday time will be lost.

C. 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. If an employee works a nonstandard (rather than Monday through Friday) work schedule, their first day off shall be treated as if it was a Saturday and their second day off as if it was a Sunday.

If an employee works a nonstandard (rather than Monday through Friday) work schedule and has three (3) regular days off in a row and a regular day off falls on the official County holiday as identified in Section 1.A. above then their next regularly scheduled work day shall be observed as the holiday in lieu thereof.

2. It is the intent of this section to give all Unit employees the same number of days off [thirteen (13) eight (8) hour days] with pay for holidays.

D. If a regular full-time or part time employee is required to work on an official County holiday or observed holiday in lieu, the employee shall be paid premium compensation at ~~double~~ time and one-half of their base hourly rate of pay for ~~the first eight hours~~ all hours actually worked on the holiday, in addition to holiday pay as provided in Sections 1.E and 1.F. ~~and time and one-half of their base hourly rate of pay for all additional hours worked on the holiday. This shall be the full compensation for the holiday and for working on the holiday. Hours worked on a holiday shall be compensated in cash or in compensatory time off (CTO).~~

E. Regular full-time employees shall be entitled to take all authorized holidays at their base pay, including longevity, not to exceed eight (8) hours for any one (1) day, provided they are in a paid status based on both their regularly scheduled work days immediately preceding and following the holiday.

F. Regular part-time employees shall be entitled to holiday pay as described above in proportion to the employee's Full-Time Equivalency (FTE) ~~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.~~

## Section 2. Vacation

Unit employees receive vacation benefits consistent with the provisions of the County Personnel Rules subject to the provisions herein:

### A. Accumulation Earned

1. First through forty-eight months of employment: .03875 per hour on pay status (3.1 hours earned per full pay period paid.) Maximum accumulation of 240 hours.
2. Forty-ninth through one hundred and thirty second months of employment: .05875 per hour on pay status (4.7 hours earned per full pay period paid). Maximum accumulation of 320 hours.
3. One hundred and thirty third and higher months of employment: .0775 per hour on pay status (6.2 hours earned per full pay period paid). Maximum accumulation of 320 hours.

### B. Conditions

1. Use of Vacation shall be limited to those hours that have been earned. ~~were accrued as of the prior pay period, and Vacation cannot be used in the pay period in which it is earned.~~
2. Extra-help, 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

New employees will be eligible to use sick leave with pay after completion of two (2) full biweekly periods of continuous service with the County.

1. Employees requesting sick leave to use for the purposes of the care of family members will be approved in accordance with applicable Federal and State law.

2. Use of 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.

#### C. Verification

Employees are required to notify their supervisor as soon as possible of their absence due to illness or injury. A department, depending on its internal record keeping, may require an employee to fill-out a sick leave request form or record of sick leave use before or after an absence.

1. If an employee who has taken sick leave is suspected of abuse, the Department may institute an investigation. Based on the results of that investigation, appropriate action will be taken.
2. If an employee is believed to be an excessive user of sick leave or if the employee's sick leave use is suspect, the Department 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:
  1. Documented abuse, or;
  2. In excess of six (6) individual uses of sick leave in a twelve (12) month period, or;
  3. More than four (4) uses of sick leave in conjunction with vacation and/or holidays in a twelve (12) month period.

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

#### 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 employees' illness, injury, disability, or exposure to contagious disease which incapacitates the employee from performance of duties.
2. The employees' receipt of required medical, dental or optical care or consultation.
3. The employee may integrate the employee's sick leave with worker's compensation as provided for by State Workers Compensation laws. In

addition, employees may integrate this sick leave with their SDI Benefits in accord with Article 8, Section 4.

4. The employees' attendance to care for a member of the immediate family who is ill. (Federal and State leave laws)
5. Funeral Leave - Employees may use up to three (3) days of Sick Leave for preparation, travel to and from, and attendance at the funeral of a member of the immediate family as defined below. Employees may be eligible for an additional two (2) days of Sick Leave for reasonable circumstances. For the purpose of this paragraph five (5), immediate family means: parent, spouse, (step) son, (step) daughter, sibling, mother-in-law, father-in-law, grandparents or grandchildren by blood or marriage.

#### E. Incapacity to Perform Duties

If the appointing authority has been informed through a doctor's report of a medical examination, that an employee is not capable of properly performing the employee's duties, the employer may require the employee to remain absent from work until the incapacity is remedied. During such absence the employee may utilize any accumulated sick leave, vacation, holiday and ~~compensatory time~~CTO or leave without pay. If the incapacity is not of a temporary nature, the appointing authority may take such actions as appropriate under the County rules on medical retirement, termination or demotion.

#### F. Payment for Unused Sick Leave

1. In order to receive payment for unused sick leave at the time of retirement only, a County employee must have five (5) or more years of County service.
  - a. Employees with over five (5) years of service:  
Shall receive twenty percent (20%) of their unused sick leave paid.
  - b. Employees with over ten (10) years of service:  
Shall receive forty percent (40%) of their unused sick leave paid.
  - c. Employees with over fifteen (15) years of service:  
Shall receive seventy percent (70%) of their unused sick leave paid.
  - d. Employees with over twenty (20) years of service:  
Shall receive one hundred percent (100%) of their unused sick leave paid.
  - e. In the event an employee dies while in active service with the County their sick leave payoff will be made in accord with the above schedule and the limitation of this article and will paid in the same manner as the



final check.

2. Maximum number of hours paid shall not exceed five-hundred (500). Employee's last hourly rate of pay shall be used in computing payment.

G. Retirees Conversion of Sick Leave to Health Insurance Premium

An employee who is retiring under the CalPERS system may, at the employee's option, in lieu of Section 3.F. "Payment for Unused Sick Leave", receive the equivalent value of that benefit in paid health plan premiums. Employees shall be responsible for whatever taxes as are appropriate for this benefit.

Section 4. Supervisory Leave

Employees in the classifications of Supervising Probation Officer-Institutions and Supervising Probation Officer will receive up to sixteen (16) hours of Supervisory Leave per year. Continuing employees shall receive up to sixteen (16) hours of Supervisory Leave in pay period 01 of each year. Employees newly entering the classifications of Supervising Probation Officer-Institutions and Supervising Probation Officer shall receive Supervisory Leave on their appointment date as follows:

<u>Appointment Date</u>	<u>Full-Time</u>	<u>Part-Time</u>
<u>In pay periods 1-13</u>	<u>16 hours</u>	<u>Prorated proportionate to employee's FTE</u>
<u>In pay periods 14-26</u>	<u>08 hours</u>	<u>Prorated proportionate to employee's FTE</u>

~~Part-time supervisory employees shall receive this leave time on a pro-rated basis. Such leave does not accrue from year to year and must be used by the last day of pay period twenty-six (26) of each year. This benefit is forfeited immediately upon leaving the classifications of Supervising Probation Officer-Institutions and Supervising Probation Officer.~~

Section 5. Court Appearances

The provisions of the County Personnel Rules will apply to any employee who shall be called as a witness arising out of and in the course of his/her employment with another governmental agency.

Section 6. Catastrophic Leave

Catastrophic leave donation is designed to allow employees to donate accumulated CTO and/or vacation leave to other employees in times of exceptional need. Justifications for such transfers may include a catastrophic medical condition, injury or incapacitation of the employee.

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

## PROCEDURE

- A. The requestor must provide a signed written request for donations of CTO and/or vacation leave to his/her supervisor. Additionally, a statement from a health professional verifying an injury or incapacity likely to last for at least one (1) month must be forwarded to the supervisor before any action will be taken. The supervisor will forward the written request and verification to Human Resources, unless otherwise directed by Human Resources.
- B. An employee's supervisor may take the initiative to request leave donations for an eligible employee. The recipient must consent, and all necessary documentation must be provided.
- C. Human Resources will ensure the requestor is eligible to receive catastrophic leave donations. Upon approval, ~~Human Resources~~the County will post a notice on EDCnet advising employees of a request for donations. No additional notices will be sent.
- D. An employee wishing to donate vacation-leave hours (contributor) will complete and submit a form prescribed by the County's Auditor/Controller. to Human Resources a Catastrophic Leave — Vacation Donation form indicating the number of vacation hours being donated. The contributor must have at least forty (40) hours of vacation

remaining after ~~the~~ a vacation donation. Once submitted, transfers of leave may not be revoked by the contributor. The requestor will not be made aware of who has donated leave.

- E. Donations will be made in one (1) hour increment(s). Employees may donate up to an annual maximum donation of sixteen (16) hours to any employee. All donations will be deducted from the contributor's balance and held in queue until such time as they are needed by requestor. Donated hours will be drawn on by the requestor, as the need arises, from the pool of donated hours on an hour for hour basis. All unused pledges remaining in the pool will be credited back to the original contributors on a last donated, last used basis.

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

## ARTICLE 10. PERSONNEL PRACTICES

### Section 1. Probationary Periods

#### 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 10, Section 1.B.1., below. Nothing herein is intended to create a "For Cause Standard" for release during a 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. Nothing herein is intended to prevent the County from extending a probationary period one time for six (6) additional months to ensure an employee has demonstrated all of the necessary skills and traits to successfully pass probation for the job classification. The County must provide the employee written notice that the employee's probationary period will be extended at least seven calendar days before the employee's probationary period expires.

1. Employees in the Association's bargaining unit shall have an initial new-hire probationary period of twenty-six (26) biweekly pay periods.
2. Employees promoted into classifications in the Association's bargaining unit shall have a probationary period of twenty-six (26) biweekly pay periods.
3. Leaves of absences, paid or unpaid, leaves granted under the Family Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave, Americans with Disabilities Act, Workers' Compensation Laws, or other

legally mandated leaves, and light duty, transitional duty or modified duty assignments that are not considered significantly within the job functions of the job classification or job assignment shall not count towards completion of the probationary period, as provided by law. Individual probationary periods shall be extended commensurately by each hour under these circumstances.

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

## B. Status of Employee

### 1. Probationary Period Required

A probationary period is required in the following circumstances: upon initial appointment to a position in a class in the classified service; upon promotion to a position in a class in the classified service; upon voluntary demotion or transfer to a position in a different class series in which the employee has not previously achieved civil service status unless a Department Head appointing authority and employee agree to waiver or reduce the probationary period; upon displacement to a classification in a different class series where the employee has not completed probation at the lower level; upon displacement resulting from layoff or release from probation after promotion where total time in the higher and lower level classes is less than the required probationary period at the lower level; upon transfer to a position in the same classification in a different department when the employee has not attained permanent status in the class, except that the total time in the probationary period in the class shall not exceed one year; upon reclassification to a class at the same or higher salary range unless waived by the appointing authority; in any other circumstance not specifically excluded in B.2.

### 2. Probationary Period Not Required

A probationary period shall not be required upon involuntary demotion; upon displacement resulting from layoff or release from probation after promotion where time in higher and lower level classes satisfies the required probationary period at the lower level; upon voluntary demotion to a position in a class in the same class series when the employee has completed the required probationary period in a higher level class; upon promotion to the higher classification(s) in established flexibly-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, upon transfer to a position in the same class in the same

department; upon transfer of the employee to a position in the same class in a different department when the employee has previously achieved permanent status in the class except where the ~~Department Head~~appointing authority and employee concur on a probationary period not to exceed thirteen (13) pay periods; 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; upon reclassification to a classification in which the incumbent is Y-rated.

C. 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.

D. 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 Association activities, race, color, national origin, sex, age, handicap or sexual orientation, or otherwise provided by law. Appeals on this basis shall be processed through the County's Discrimination Complaint Procedure. The appointing authority shall notify the employee in writing that he/she is rejected during probation. No reasons for the action are necessary.

E. Rejection during Secondary Probation

Should an employee who has been promoted fail to satisfactorily complete his/her probationary period, such employee may elect to return to a position in the classification in the department from which the employee was promoted. If the employee held permanent status in such former classification, the employee shall not be required to serve a new probationary period. The employee's step and anniversary date shall be restored to their pre-promotion status.

Notwithstanding any other provisions, an employee rejected during the probationary period from a position in the County service to which the employee had been promoted, shall be restored to a position in the classification in the department from which the employee was promoted.

F. At the beginning of all probationary periods, the employee will receive a written statement of expectations signed by the supervisor and the employee. The supervisor shall retain the copy signed by the employee and provide a copy to the

employee.

Not less than monthly the supervisor shall meet with the employee to review the employee's progress toward meeting the supervisor's expectations. The supervisor shall provide the employee with a written summary of the meeting.

The employee will acknowledge receipt of the summary of his/her progress by signing a copy of the summary. The supervisor will retain the copy signed by the employee.

The employee shall be considered to have met expectations in any month in which the supervisor does not meet with the employee and provide the employee with a written summary of his/her progress.

All written summaries, containing the employee's acknowledgment of receipt, shall be submitted to Human Resources with the appropriate forms for successful completion of probation or of the employee's failure to complete the probationary period.

## Section 2. Documentation of Performance Evaluation

Non-probationary employees who have not yet reached the top step of their salary range shall be evaluated approximately thirty (30) days prior to the date that their next merit increase is due. Non-probationary employees who are at the top step of their salary range shall be evaluated annually on or about the anniversary date of their appointment to their current position. Nothing in this Section is intended to preclude the County from evaluating employees on a more frequent basis.

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. Neither the contents of an employees' performance evaluation nor failure to provide letters of commendation and/or recognition are grievable or appealable. However, an employee may submit a written response to a performance evaluation which shall be attached to and permanently filed with the performance evaluation.

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

The Association agrees to adopt the current electronic Employee Performance Evaluation forms and process for documenting performance as noted in the MOU.

### ~~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 the supervisors and for the supervisor 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 complainant 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 Head or designee will review the alleged unsafe condition and will make the final decision on the complaint 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 12 of the MOU. However, failure to adhere to this procedure is grievable under Article 12 of the MOU.~~

### Section 43. Drug Free Work Place

The County and the Association agree that they are committed to providing and maintaining a drug free work place in accordance 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. An employee may possess a prescription medication lawfully obtained via a prescription from a licensed medical doctor. The County has a zero tolerance standard for employees being under the influence of or in possession of alcohol and/or drugs while at work. Reasonable effort will be made to inform employees about the dangers of drug abuse in the work place, the availability of any counseling or rehabilitation, as well as the Employee Assistance Program, and that disciplinary action may be imposed upon employees for drug abuse violations occurring in the work place or affecting work performance. The Parties shall discuss the adoption of a reasonable suspicion drug testing policy during the term of this MOU.



Section ~~54~~. Closure of County Buildings Policy

The ~~County Administrative Officer~~CAO or designee shall determine when County facilities shall be temporarily closed in an emergency as determined by the ~~Chief Administrative Officer~~CAO.

- A. Any and all twenty-four (24) hour, seven (7) days a week facilities and/or operations are exempt from Article 10, Section ~~54~~.
- B. Employees whose buildings have been temporarily closed may be reassigned to work sites in the same geographic area.
- C. Regular County employees scheduled to work, but who are directed not report to work or who are sent home from work due to the closure of their work site due to an emergency, shall receive their regular pay for that scheduled shift. An employee shall not receive regular pay if the employee does not report to work due to circumstances when there has not been a County directive closing the employee's work site.
- D. After the first day of closure of a County building, if the County is unable to reopen a work site, or is unable to obtain an alternative work site in the same geographical area, an employee will be compensated for that day(s) as if it were a holiday.
- E. ~~Notwithstanding Article 6, Section 2, d~~During a temporary closure of County buildings as determined by the Chief Administrative Officer CAO, those regular employees who are still required to work as part of our essential services, as defined by the ~~Chief Administrative Officer CAO~~, ~~would will~~ receive overtime premium compensation at time and one-half the employee's base hourly rate of pay for those hours actually worked during designated closure.
- F. Those employees who are on scheduled vacation, ~~compensatory time off~~CTO, sick leave, or any other paid leave during a designated closure would not be affected by the closure.
- G. Should the closure of a County facility last longer than five (5) working days the County reserves the right to reassign employees outside their geographical area. In the event of reassignment outside the employee's geographical area, the employee may at the employee's request utilize accumulated vacation, and/or ~~compensatory time off~~CTO in lieu of reassignment unless the ~~Chief Administrative Officer~~CAO makes a finding that the employee's services are essential to the continued operation of the County.
- H. Geographical area is generally defined as:



1. Tahoe Basin

2. Western Slope

Section ~~65~~. Appeals of Disciplinary Actions

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

Section ~~76~~. Hepatitis B Inoculations

The County shall provide Hepatitis B inoculations to all members of the bargaining unit.

ARTICLE 11. 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 individuals 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 ~~Department Head~~appointing authority's responsibility to ~~insure~~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.
- 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 probation period,
- (3) Regular (civil service status) part-time,
- (4) Regular (civil service status) full-time employees.

#### A. Longevity

A full-time employee shall receive one (1) point for each full month of continuous service as a regular County employee in the employee's classification. Time spent in other classifications which the employee occupied within the prior three (3) years and which are at the same or higher rate of pay based upon the current salary plan applicable at the time of the layoff shall be included in the service time in the affected class. This includes probationary time.

Part-time employees shall receive a proportional amount of retention 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, or transfer to extra-help status or disciplinary actions as defined in 2 below. It does include periods covered by authorized leaves of absences and such service accrued before a previous layoff.

B. Performance/Disciplinary Actions

1. An employee who receives an involuntary demotion as a disciplinary action will have twelve (12) points deducted from that employee's retention points if the administrative disciplinary appeal is completed or waived.
2. 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 if the administrative disciplinary appeal is completed or waived.

C. ~~Alternate Flexibly-Staffed~~ Classes - Classes which are budgeted as ~~alternate flexibly-staffed~~ classes (e.g. Office Assistant ~~I/II-III~~), as stated in the Personnel Allocation Resolution, shall be treated as one class for purposes of determining retention points.

D. Out of Class Assignments - 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 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); discipline actions; ~~Department-Head~~appointing authority or designee determination. Letters of reprimand will be considered as a 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 the employee's 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 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.

1. 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.
2. 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 USPS Priority mail to the last address on file in the Department of Human Resources. It is the employee's responsibility to ~~insure~~ ensure that a current address is provided to Human Resources.

##### C. Transfer and Demotion

Employees to be laid off may be permitted to transfer or demote at the discretion of the appropriate ~~Department Head~~ appointing authority-(ies) prior to the layoff effective date. Transfer or demotion may be made to any funded vacant position where the employee meets the minimum qualifications. However, transfer will not be permitted to a position in another County department if a departmental layoff list exists for that class. When an employee transfers or demotes in accord with

provisions of this Article and is required by the ~~Department Head~~appointing authority to complete a new probationary period, which results in his rejection during probation, ~~he the employee~~ shall not be required to forfeit ~~his their~~ 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 six (6) months 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 rules 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

~~Department Head~~Appointing authorities that are referred the names of individuals designated for layoff and who have requested transfers shall 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 his/her 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 Retention 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.





















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  
OFFICERS ASSOCIATION

PROBATION

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

\_\_\_\_\_  
Shaun Du Fosee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

CHAIR, BOARD OF SUPERVISORS

\_\_\_\_\_  
John Hidahl

\_\_\_\_\_  
Date

ATTEST: Kim Dawson,  
Clerk of the Board of Supervisors

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

\_\_\_\_\_  
Date