# MEMORANDUM OF UNDERSTANDING
## Between

## The County of El Dorado
## And

## OPERATING ENGINEERS
## LOCAL UNION NO. 3

## CORRECTIONS UNIT

**July 1, 2018 – June 30, 2023**

**MEMORANDUM OF UNDERSTANDING**
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# CORRECTIONS UNIT
# MEMORANDUM OF
# UNDERSTANDING

## ARTICLE 1. TERMS AND CONDITIONS

Operating Engineers Local No. 3, AFL-CIO (Union) and representatives of the County of El Dorado (County) have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for employees in the Corrections bargaining unit (Unit); have freely exchanged information, opinions, and proposals; and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

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

This MOU shall become of full force and effect for the period commencing July 1, 2018 – June 30, 2023. Nothing contained herein is intended to be applied retroactively unless expressly indicated herein.

This MOU cancels all previous MOUs and side letters effective on the date of Board of Supervisors approval. The County Personnel Rules shall remain in force and effect other than where superseded by specific provisions of this MOU.

The parties acknowledge that this MOU, together with all referenced documents incorporated herein, set forth the complete, exclusive and integrated understanding of the parties which supersedes all proposals or prior agreements, oral or written, side letters, and all other prior communications between the parties relating to the provisions of the MOU.

## ARTICLE 2. AUTHORIZED AGENTS AND RECOGNITION

### Section 1. Authorized Agents

For the purpose of administering the terms and provisions of this MOU, the following authorized agents have been designated:

County of El Dorado
Director of Human Resources
330 Fair Lane
Placerville, CA 95667

Operating Engineers
Business Representative
Operating Engineers Local Union #3

3920 Lennane Drive
Sacramento, CA 95834

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

**Section 2. Recognition**

A. County recognition - The Director of Human Resources or designee is the representative of the County in matters for employer employee relations.

B. The Operating Engineers Local Union No. 3 is the exclusively recognized employee organization for the Corrections (CR) Unit.

## ARTICLE 3. COUNTY RIGHTS

County retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this MOU, except as expressly limited by a specific provision of this MOU. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the County and not abridged herein include, but are not limited to, the following: to manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or abolish jobs, departments, and facilities in whole or in part; to direct the workforce; to increase or decrease the workforce and determine the number of employees needed; to hire, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable workload; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct; to determine the type and scope of work to be performed by County employees and the services to be provided; to classify positions and to establish initial salaries of new classifications; to determine the methods, processes, means, and places of providing services; and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this Article is intended to alter the post-agreement rights of the respective parties as established by law to meet and confer on changes which would affect the wages, hours, and other terms and conditions of employment, except, however that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

## ARTICLE 4. UNION RIGHTS

**Section 1. Payroll Deductions**

A. The Union may have the regular dues, insurance plans, and credit union deductions of its members deducted from employees' paychecks under procedures

prescribed by the County Auditor/Controller. Dues deductions from employees who are in another bargaining unit will be allowed if there is no objection from the exclusive representative of that bargaining unit. The County will rely on certification from the applicable bargaining representative for that purpose. Employees are also entitled to revoke or alter such deductions in the manner provided by State law. 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.

B. The County will provide to the Union a list of new employees hired into regular positions represented by the Union on a monthly basis.

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

**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. All material posted shall 1) not be obscene, 2) not malign the County or its representatives, and 3) not constitute harassment, discrimination, or retaliation based on a legally protected status. The Director of Human Resources or designee reserves the right to remove any materials posted in violation of this section should the Union refuse to remove the material on its own.

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

A. E-mails shall not be drafted during working hours (not including duty-free breaks and lunches);

B. The subject line of the e-mail shall read “Union Information”;

C. All e-mail usage shall be consistent with Departmental policy, the El Dorado County Computer and Network Resource Usage Policies and Standards Guide, and the provisions of this MOU.

Such use shall not interfere with the legitimate needs of the department or County. The designated representative of the Union shall give notice to the Director of Human Resources or designee when contacting departmental employees during the duty period of employees, provided that solicitation for membership or other internal employee organization business shall be conducted only during the non-duty hours of all employees concerned. Non-duty hours are defined as before or after work, lunch

periods, and rest break periods.

### Section 3. Use of County Buildings

County buildings and other facilities shall be made available for use of the Union or its representatives during non-duty hours in accordance with such administrative procedures as may be established by the Chief Administrative Officer (CAO) or appointing authority(s) concerned.

### Section 4. Duplicating Equipment

The County agrees to allow the Union to use County duplicating equipment and facilities subject only to the following conditions:

A. The Union reimburses the County promptly upon demand for the actual costs of the use of the equipment and material.

B. The Union use of such equipment and facilities does not interfere with their use by County employees for County business.

### Section 5. Release Time

County employees who are official representatives of the Union shall be given reasonable time off with pay to attend formal meet and confer sessions, grievance or discipline meetings with management representatives. The Union shall notify the Director of Human Resources or designee of the names and departments of employees who are official representatives of the Union. The Department of Human Resources shall notify employees in writing on the first business day after a meeting has been scheduled of the dates of excused absences. This advance notice may be waived by the Director of Human Resources or designee in unusual circumstances. Except by agreement with the Director of Human Resources or designee, the number of employees excused for such meet and confer sessions shall not exceed a total of four (4) in numbers.

### Section 6. Advance Notice

Except in cases of emergency as provided in this Section, the Union, if affected, shall be given reasonable advance notice of any ordinance, resolution, rule, or regulation directly relating to matters within the scope of representation proposed to be adopted by the County, and shall be given the opportunity to meet with appropriate management representatives. In case of emergency, the County shall notify the Union on the first business day after the emergency of its actions.

## ARTICLE 5. WAGES AND OTHER RELATED ISSUES

## Section 1. Salaries

Effective the first full pay period following Board of Supervisors adoption of the July 1, 2018 to June 30, 2023 MOU, the County will increase base wages of all classifications in this Unit by 4.79% in order to bring the benchmark position of Correctional Officer II and internally tied non-benchmark classifications to approximately 7% behind the median of the County's August 2018 comparable agency compensation survey.

Effective the first full pay period in July, 2020, the County will increase base wages of all classifications in this Unit by 2.0%.

Effective the first full pay period in July, 2021, the County will increase base wages of all classifications in this Unit by 1.0%.

Effective the first full pay period in July, 2022, the County will increase base wages of all classifications in this Unit by 1.15%.

## Section 2. Leave Without Pay

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

## Section 3. Salary Status Upon Reemployment

A full-time or part-time employee who resigns in good standing and is reappointed in the same or closely related class within the same classification series within one (1) year of resignation shall be eligible, with the approval of the appointing authority, to be reappointed at any step up to and including the salary step received prior to resignation. If the appointing authority wishes to rehire the employee at a step which exceeds the step paid at the time of resignation, approval shall be required consistent with the Early Salary Range Step Advancement Policy. For purposes of vacation accrual, such an employee shall receive credit for the amount of prior service in effect at the time of resignation and shall be restored to the place on the vacation accrual table in effect at the time of resignation.

## Section 4. Salary Step Increases

A. After initial appointment into an allocated classification and completion of thirteen (13) biweekly pay periods of satisfactory service at Step 1 of the salary range, and upon recommendation of the appointing authority, the employee shall be advanced to Step 2. If an employee is appointed above Step 1, the employee's first step increase shall occur after completion of twenty-six (26) full pay periods of satisfactory service.

B. After completion of twenty-six (26) biweekly pay periods of service at each of the

salary steps 2 and above, if the employee has completed probation, the employee shall be automatically advanced to the next higher step in the wage scale of the employee's job classification. However, the employee will not automatically advance to the next step of the applicable wage range if the employee's Appointing Authority or designee submits the required paperwork denying the step increase at least one full pay period prior to the employee's salary review date.

C. All increases shall be effective on the first day of the biweekly pay period following completion of the required period of service.

## ARTICLE 6. DAYS AND HOURS OF WORK, PREMIUMS, AND BONUSES

### Section 1. Work Schedule

A. The appointing authority shall fix the hours of work with due regard for the convenience of the public, the laws of the State and the County, and as best serves the County.

B. The County agrees to assign employees to a regular work schedule; the County may change that schedule at its discretion. The County agrees to give employees a minimum of an eight (8) working days advance notice of work schedule changes unless otherwise agreed to by the affected employees.

The classification of Correctional Officer is not limited to the normal seven (7) day work period of the Fair Labor Standards Act (FLSA) pursuant to 29 U.S.C. Section 207(k) of the FLSA. At the discretion of the Sheriff or his/her designee, based on available staffing, employees may be assigned to a work schedule consisting of eighty (80) hours in a fourteen (14) day FLSA work period. For employees in such work schedules, overtime shall be defined as any authorized time worked beyond eighty (80) hours per biweekly pay period. The definition of "time worked" shall be as defined in the MOU.

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

D. 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 written notice has been provided to the employee and is agreed to by the employee.

E. Effective October 2014, shift assignments shall be subject to seniority bidding

during the months of April, and October. If an employee is on restricted duty status (transitional work agreement, limited duty, etc.) at the time shift bidding takes place and has documentation indicating he/she will no longer continue restricted duty status at actual shift change, the employee shall be allowed to sign up under normal bidding procedures.

All shift assignments will be in place at least ten (10) days prior to the start of the new shift.

The Department may deviate from this order of seniority shift assignments:

1. During emergencies or operational exigencies;

2. During the first twelve (12) months of employment with the County in a classification represented by this Unit;

3. When the County needs to alter a shift assignment in order to provide remedial supervision or training;

4. When an individual's shift needs to change, because that individual employee is attending jail operations courses;

5. When the specific assignment of individuals would negatively affect the proper operation of the jail; or

6. In order to comply with the provisions of the Americans with Disabilities Act (ADA). This provision cannot be used for punitive purposes.

F. For purposes of shift sign-up, seniority of Correctional Officer I and II will be defined as the date of initial appointment as a regular Correctional Officer with El Dorado County. If an employee resigns and is subsequently reemployed under provisions of Article 5, Section 3, Salary Status Upon Reemployment, seniority for purposes of shift sign-up shall be the date of reemployment.

G. Provided advanced approval is obtained from the appropriate supervisor, line staff will be permitted to temporarily exchange shift assignments for educational commitments which meet the requirements in Article 7, Section 1 herein.

**Section 2. Overtime**

A. Authorization

The appointing authority or 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 in accordance with FLSA, except as specified otherwise in this MOU for purposes of contract overtime. The designated FLSA work period for a nine-eighty (9/80) alternative work schedule will not correspond to a calendar week.

C. Compensation

1. Overtime required by the FLSA shall be compensated at one and one-half (1 ½) times the employee's regular rate of pay, or at the employee's request and with the department's approval, compensatory time off (CTO) accrued at the rate of one and one-half (1 ½) hours off for each FLSA overtime hour worked. Overtime not required by the FLSA, also known as contract overtime, shall be compensated at one and one-half (1 ½) times the employee's base hourly rate of pay, and shall not be eligible for CTO in lieu.

2. Employees assigned to positions requiring continuous coverage on a twenty-four (24) hour per day, seven (7) days a week basis that are required by the department to work additional time before and/or after their assigned shift will be paid premium compensation at one and one-half (1 ½) times the employee's base hourly rate of pay for the additional work time, regardless of hours actually worked during the work week for any mandatory overtime. This provision does not apply to temporary or ongoing shift reassignment (i.e. to accommodate training), shift swaps between employees, or to any other circumstances provided for in this MOU (i.e. court time, on-call, call-back pay, etc.).

D. Accumulation and Use of Compensatory Time Off

The maximum accumulation of Compensatory Time Off (CTO) shall be one hundred sixty (160) hours.

1. Overtime which is worked will be compensated by either cash or CTO at the employee's option.

2. Upon the request of the employee the County will pay off accumulated CTO time in the twenty-fifth (25th) pay period. It shall be the employee's option to determine whether all or part of the CTO is paid.

3. Use of accumulated CTO shall be a time mutually agreeable to the appointing authority or designee and the employee.

4. Upon termination, any employee with accumulated CTO shall have the CTO paid off in full.

E. Other Provisions

1. 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.

2. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods. CTO may be used as part of the established work week to earn fringe benefits and to serve out probationary and merit step increases.

**Section 3. On- Call Duty Compensation**

A. When warranted and in the interest of the County operation, the appointing authority or designee may assign employees to "on-call" status.

B. "On-call duty" is an assigned duty outside the normal work week assignment during which an employee must remain where he/she can be contacted by telephone and he/she is ready for immediate call-back to his/her department to perform an essential service.

C. An employee assigned on-call duty shall be compensated at the rate of one dollar and sixty cents ($1.60) per hour for each hour of such duty.

D. An employee shall not be placed on the list to be contacted for on-call duty if the employee is on approved sick leave.

**Section 4. Call-Back Compensation**

A. When an employee returns to work because of a department request made after the employee has completed his/ her normal work shift and left the work station, the employee shall be credited with two (2) hours plus any hours of work in excess of two (2) hours in which the employee is continuously engaged in work for which he/ she was called back.

B. An employee on on-call duty shall be entitled to the aforementioned two-hour minimum only once during a single on-call period or twice during a weekend (defined as two (2) consecutive regular days off) on-call period.

C. There shall be no duplication or pyramiding of rates under this Section. No employee shall be compensated for on-call duty and call-back duty simultaneously. Hours worked on call-back duty shall be deducted from the prescribed on-call duty to determine the appropriate on-call pay.

D. "Call-back" time shall be paid as premium compensation at one and one-half (1 ½) times the employee’s base hourly rate of pay.

E. The two (2) 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 the premium rate for actual time worked.

F. Call-back provisions, including the two (2) hour minimum, shall not apply if an employee is called to work within one (1) hour of their normal starting time. If an employee is called to work within the one (1) hour prior to their normal starting time, they shall be compensated under normal FLSA overtime provisions.

**Section 5. Tahoe Employment Differential**

Eligible employees shall receive a total of ninety-two dollars and thirty cents ($92.30) biweekly: part-time employees shall receive a bi-weekly total of forty-six dollars and fifteen cents ($46.15).

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

1. The employee resides in the Tahoe Basin;

2. The employee resides outside of the coverage area for the County's HMO medical care plan (historically having an eastern boundary of Placerville) and the employee's primary work location is in the Tahoe Basin.

Employees not meeting one of these criteria shall not be eligible for this differential. For purposes of determining eligibility, an employee's residence shall be as documented by the physical home address on file with the Department of Human Resources. This differential shall only apply when an eligible employee is in paid status for a majority of their assigned hours in a pay period.

**Section 6. Longevity Pay**

Longevity pay shall be granted for continuous service in an allocated position with the County, except as otherwise provided below, as follows:

| | |
|---|---|
| After 10 years | 5% of base hourly rate* |
| After 15 years | 7.5% of base hourly rate* |
| After 20 years | 10% of base hourly rate* |

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

1. Individuals who have separated from County service and are subsequently re-hired and all future new employees hired on or after the date the Board of Supervisors adopted the July 1, 2018 to June 30, 2023 MOU will not be eligible for longevity pay.

2. Employees who were hired prior to the date the Board of Supervisors adopted the July 1, 2018 to June 30, 2023 MOU, but who have not yet achieved the first longevity tier (5.0% after 10 years of service) will receive that longevity tier once they complete the required period of service. However, these employees will not be eligible for any further longevity pay advancement thereafter.

3. Employees who were hired prior to the date the Board of Supervisors adopted the July 1, 2018 to June 30, 2023 MOU, and who have achieved at least the first longevity tier, shall be allowed advancement in the tiers upon completion of the required period of service through the first day of the pay period including June 30, 2023. After the first day of the pay period including June 30, 2023, such employees shall be frozen in the tier they are eligible to receive and shall not be eligible for any further longevity pay advancement thereafter.

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

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

**Section 7. Pay for Working Out of Classification (Acting Pay)**

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, the employee shall receive compensation for such work at the rate of pay established for the higher classification pursuant to Personnel Rule 608, Salary on Promotion, commencing on the fifteenth (15th) work day of the assignment, 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. Such authorized position having become vacant due to the temporary or permanent absence of the position's incumbent. A copy of the appointing authority's written approval of this assignment must be submitted to the Director of Human Resources or designee prior to the start of the assignment.

B. 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.

C. Employee selected for the assignment is expected to meet the minimum qualifications for the higher classification.

D. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this MOU.

E. Higher pay assignments shall not exceed six (6) months except through reauthorization. The appointing authority or designee must provide a letter of justification to the CAO (with a copy to the Department of Human Resources) that demonstrates the continued need for the acting assignment. The CAO may reauthorize acting assignments for an additional six (6) months.

F. If approval is granted for pay for work in a higher classification and the assignment is terminated and later reapproved for the same employee within thirty (30) days, no additional waiting period will be required.

G. Allowable overtime pay, shift differentials and/or work location differentials will be paid on the basis of the rate of pay for the higher class.

**Section 8. Shift Differential**

A. Any regular employee who is assigned to work and actually works a department defined "night" shift shall receive an additional one dollar ($1) per hour over their regular rate of pay for all hours actually worked and overtime hours actually worked in conjunction with the shift.

B. Any regular employee who is assigned to work and actually works a department defined "cover shift" shall receive an additional seventy-five cents ($0.75) per hour over their regular rate of pay for all hours actually worked and overtime hours actually worked in conjunction with the shift.

C. An employee who is assigned to work a twelve (12) hour shift shall receive the shift differential if a majority of the hours worked are within the department defined shifts above.

**Section 9. Education Incentive**

Eligible employees in the Unit shall receive a two percent (2%) of base salary for possession of an Associate in Arts and/or Associate in Science degree from an authorized, regionally accredited educational institution.

Eligible employees in the Unit shall receive a total of five percent (5%) of base salary for possession of a Bachelor of Arts and/or Bachelor of Science degree from a regionally accredited university and/or college as recognized by the United States Department of Education for Post-Secondary Institutions and Programs and/or another authorized source as approved by the appointing authority in writing and submitted to the Department of Human Resources for verification.

The educational incentive is not cumulative and the maximum educational incentive an eligible employee may receive is five percent (5%) (Bachelor's Degree).

## Section 10. Officer-in-Charge

An employee assigned as Officer-in-Charge shall receive a ten percent (10%) differential above his/her current hourly rate for the shift he/she is so assigned. If an employee is assigned Officer-in-Charge duties for part of a shift, he/she shall be compensated the ten percent (10%) differential for the entire shift.

# ARTICLE 7. ALLOWANCES FOR WORK RELATED EXPENDITURES

## Section 1. 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.

   b. The subject matter of the course must be directly related to the employee's present position or to a position within the normal line of promotion within County service for the employee's current classification.

   c. The employee's attendance at the course will not interfere with the employee's normal duties, responsibilities, or work hours.

   d. The employee agrees in writing to repay the County, upon termination, any tuition reimbursement received from the County within a twelve (12) month period prior to his/her termination.

   e. Requests for reimbursement shall be submitted to the County and approved prior to the commencement of the course in question.

3. Limitations:

   a. In order for requests to be granted, the department must determine funds for tuition reimbursement must be available in the departmental budget.

   b. Reimbursement shall be available at the rate of fifty percent (50%) of actual costs of the tuition fee. (Does not include books, documents, other materials, mileage, travel costs, or other

incidental expenses incurred by the employee.)

c. The County shall limit its reimbursement to the actual amount not reimbursed to the employee by some other source if such amount is less than fifty percent (50%) of the actual cost of tuition fee as defined in 3.b.

d. Nothing shall prohibit the County from placing a reasonable dollar limit on tuition reimbursement which may be received by an employee in one (1) fiscal year.

e. To be eligible for reimbursement, the employee must present satisfactory proof of a final grade of "C" or better or “passed” grade for pass/fail courses for the approved course and a form of receipt showing the amount of tuition paid by the employee.

B. County-Required Training

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

**Section 2. Mileage Reimbursement**

During the term of this MOU, the rate of reimbursement for employee’s use of private vehicles on County business shall be the federal rate as determined by the Internal Revenue Service.

**Section 3. Uniform Allowance**

Employees who are required to wear a County prescribed uniform, which the employee must buy and maintain, as assigned by the appointing authority, as a regular part of their duties, shall receive a uniform allowance of thirty-three dollars and thirty-three cents ($33.33) paid twenty-four (24) pay periods per year (the first two pay days of each month).

The department shall supply the following to employees required by the department to wear such equipment: "Sam Brown" belt, handcuffs, handcuff holder, key holder, hand-held radio holder, handgun and holster, Taser holder, OC holder, stab vest, and ammunition or extra magazine holders.

## Section 4. Damaged Uniforms and Equipment

All safety equipment damaged or destroyed in the line of duty will be repaired or replaced by the County subject to the approval and recommendation by the Sheriff and CAO according to the following policy:

A. Damage to Uniforms and Privately Owned Safety Equipment

1. Reimbursement - Reimbursement shall be either payment for cost of repairs or the depreciated value of items damaged beyond repair in the line of duty. Cost of repairs not to exceed cost or depreciated value.

2. Value - Value of equipment damaged beyond repair will be computed on the depreciated value at the time of damage. Uniform parts damaged beyond repair in the course of duty will be reimbursed at replacement value.

B. Privately Owned Safety Equipment

1. Risk - Employees electing to carry their own equipment do so at their own expense and risk.

2. Maintenance - The Department will not repair or maintain privately-owned equipment except as provided for in this policy.

3. Personal Property - Personal property stolen, damaged or destroyed while on duty will only be replaced if it is an item covered in this policy and there is no negligence on the part of the officer. A theft report must be filed. Items stolen from an unlocked vehicle will not be reimbursed. Any payment from the County will be reduced by the proceeds of any insurance or awards collected through the court. The employee must file a claim. If employee fails to file a claim, the County will not reimburse.

C. Replacement Cost

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

1. Expensive Personal Items - Uniform damage claims for expensive personal items are subject to reimbursement at an amount less than the replacement cost.

2. Claims - Claims for items not within the intent of this policy will not be allowed.

3. Receipts - In order to account for use life, the employee will keep cost of receipt of all uniform purchases and must furnish to the Department upon request.

4. Negligence - No reimbursement if caused by negligence on the part of the employee.

D. Procedure for Reimbursement-Uniforms and Privately Owned Equipment

1. Inspection of Damaged Uniform or Equipment Item - Any damaged uniform or equipment item for which a reimbursement claim will be submitted shall be examined by the claimant's supervisor prior to being repaired or replaced.

2. Filing of Claim - The employee who has sustained damage or loss of covered equipment or uniform shall submit a written claim to the employee's supervisor which shall identify the property damaged or lost, the circumstances surrounding its loss or damage, the owner of the property, the amount of the claim and whether or not other reimbursement has been sought or received.

3. Review of Claim - The Sheriff or designee shall review and either approve or disapprove the claim. If the claim is disapproved, the reasons shall be stated. Claims for over twenty-five dollars ($25) must be approved by the CAO.

E. Disposition - Damaged Article

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

F. Repair Invoices Required

When an article is repaired, a receipt for costs of the service shall accompany the claim for reimbursement. Articles repaired shall be itemized and the cost of each article listed on the bill.

G. Amortization

1. Divide the replacement cost by the useful life, which determines the monthly rate.

2. Multiply the monthly rate by the number of months since purchased.

3. Subtract results obtained in step 2 from the replacement cost.

H. Amortization Table

| Uniform Item | Use Life |
|---|---|
| Boots | 36 months |
| Cap | 36 months |
| Coat, Cold Weather | 48 months |
| Glasses - Prescription (Original cost, must use insurance funds if available) | 24 months |
| Glasses - Sunglasses (Not to exceed $50) | 24 months |
| Gloves | 36 months |
| Jacket, Lightweight | 48 months |
| Jacket, Wool | 60 months |
| Shirt, Short Sleeve | 24 months |
| Shirt, Long Sleeve | 24 months |
| Shirt, Wool Gabardine (long or Short Sleeve) | 36 months |
| Shoes (Not to Exceed $55) | 36 months |
| Tie | 6 months |
| Trousers, Synthetic | 24 months |
| Trousers, Wool | 36 months |
| Watch (Original Cost Limit $50) | 24 months |
| Uniform | 24 months |

**Section 5. Court Pay**

An employee who is required in the course of their employment to attend court on their off duty time shall receive the following:

A. For the morning court session the employee shall be credited with three (3) hours plus any hours of work in excess of three (3) hours in which the employee's attendance is required.

B. For the afternoon court session the employee shall be credited with three (3) hours plus any hours of work in excess of three (3) hours in which the employee's attendance is required.

C. Court time shall be paid as premium compensation at one and one-half (1 ½) times the employee’s base hourly rate of pay.

D. Court recesses for lunch shall be considered an unpaid lunch period for the employee.

## Section 6. Bilingual Pay

Pay for use of bilingual skills will be fifty dollars ($50) per pay period. In order to be eligible for bilingual pay the unit member must:

A. Be certified by the Department of Human Resources as possessing the requisite skill in the foreign language (or American Sign Language) required in the assignment; and

B. Be authorized and required as a regular part of the assignment of duties to converse and/or write in a language other than English (including American Sign Language). In order to be eligible to receive such differential, an employee must demonstrate language proficiency acceptable to the appointing authority (including American Sign Language). The County shall adopt a language proficiency testing process to determine employees' qualification to serve as bilingual skill providers. The Department of Human Resources shall use a verbal and/or written testing process, depending upon the level of bilingual skills required of the employee, to validate the employee's skills. The County shall utilize existing bilingual skill employees to assess employees' bilingual capabilities when possible. Written authorizations to receive a bilingual differential shall be reviewed and renewed annually by the appointing authority or designee.

## Section 7. Jail Training Officer Pay

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

Required qualifications and assignment as a Jail Training Officer and assignment of new Correctional Officers to Jail Training Officers shall be made at the sole discretion of the Sheriff or designee. The duties and responsibilities of Jail Training Officers and the activities that constitute "jail training" shall also be at the sole discretion of the Sheriff or designee. When such assignment is terminated at the discretion of the Sheriff or designee, and the employee is no longer entitled to Jail Training Officer Pay, such loss of Jail Training Officer Pay shall not be considered a "punitive action" under the Public Safety Officer Procedural Bill of Rights Act (Government Code Section 3300 et. seq.), nor a loss of pay under "due process", and is not subject to appeal or grievance.

## Section 8. Ammunition

Each Correctional Officer required to carry a handgun shall be entitled to draw 120 rounds of .40 caliber or .45 caliber target ammunition per month on a non-cumulative basis. Expended cartridge cases shall be returned to the El Dorado County Sheriff each month and before the issuance of the next month's allotment. Said ammunition shall be expended for training purposes according to a training program directed by department policy. This procedure is dependent upon acquisition of free ammunition by the County in sufficient amounts to cover the obligation herein.

## ARTICLE 8. EMPLOYEE BENEFITS AND RETIREMENT

### Section 1. Medical/Dental

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

1. The County and the Union agree to continue during the terms of the MOU, to meet and work on long term options for payment of health care costs. For the term of this MOU, the parties agree to implement a standardized cost sharing for the health insurance premium contribution rates, with the County paying eighty percent (80%) of the premium for full-time employees and the employee paying twenty percent (20%) of the premium.

2. Health care coverage is on a calendar year (January 1 – December 31). Rates for the ensuing calendar year shall be effective upon approval by the Board of Supervisors, but no earlier than the pay period containing December 1. Rates will be unblended.

3. Effective the pay period containing December 1, the contributions shall be per the health plan published rates.

4. The OE3 Trust Health Plan currently offers members two health plan options, Plan A and Plan B. For the term of this MOU, the County will make these plans available to Unit members and will work with OE3 Trust to explore and potentially add additional plan options.

   The County contribution levels to the OE3 Trust Health Plans will be the same amount as provided to similar County health plans (e.g., Blue Shield 200 to Plan A and Kaiser to Plan B), but will not exceed the OE3 Trust Health plans actual cost. If additional plans are offered during the term of this MOU, the County and Union will meet and confer over negotiable changes.

   Costs for the OE3 Trust Health Plans are determined solely by the OE3 health plan administrator.

   Following the Board of Supervisors' approval of the MOU, a one-time double health insurance premium deduction will be deducted from each current employee's pay (or until paid in full) that is enrolled in an OE3 sponsored health plan and as necessary for future changes related to qualifying events.

   Employees who are hired after the Board of Supervisors' have approved the MOU, OE3 Health Trust Plan premium deductions will begin the first

pay period after enrollment election made within enrollment time period. Payroll may double deduct premiums in consecutive pay periods based on when employee elects coverage. If enrolled, health insurance benefits will go into effect the first day of the month following hire.

5. For purposes of this Article, a full-time employee is defined as an employee in an allocated position whose regular work schedule on an ongoing basis is eighty (80) hours of work in each pay period; a part-time employee is defined as an employee who is in an allocated position and whose regular work schedule on an ongoing basis is less than eighty (80) hours of work in a pay period.

6. In order to be eligible for County contribution, other than required by law, a full-time employee must be in pay status, i.e., where the employee is receiving pay from work hours, CTO, vacation or sick leave in accordance with Section 1.A.5. An employee who is receiving Worker's Compensation, temporary disability shall be eligible for continuation of the County's contribution until such time as eligibility for Worker's Compensation, temporary disability ceases.

7. An employee who ceases to be eligible for County contributions must pay directly to the Department of Human Resources the full amount of employee and County contribution in order to retain benefit coverage under the County-sponsored health/dental benefit plan.

8. The County will not contribute toward the cost of any plan other than the OE3 Trust Health Plan, as described in Section 1.A.4., above, and those specifically sponsored by the County.

B. County health plan benefits are described in the Specific Health Plan Document. While mention may be made in this MOU of various benefits and provisions of benefit programs, specific details of benefits provided under the County Health/Dental Plan, Life, Worker's Compensation and Long-Term Disability Programs shall be governed solely by the various plan documents or insurance contracts and/or policies maintained by the County.

OE3 Trust Health plans are described in the OE3 Specific Health Plan Document.

C. Part-Time Employees

A part-time employee whose regular work schedule is more than thirty-two (32) hours per pay period shall be eligible to participate in the health/dental insurance programs on a pro rata basis according to the following schedule.

1. The County shall pay the full County contribution to the medical/dental costs as specified in Article 8. Section 1.A.5. for a part-time employee

whose regular work schedule as documented on the payroll personnel form is between sixty-four (64) to seventy-nine (79) hours per pay period on an ongoing basis; the employee contribution will be automatically deducted from the biweekly pay check.

2. The County shall pay seventy-five percent (75%) of the County contribution to the medical/dental costs for a part-time employee whose regular work schedule as documented on the payroll personnel form is forty (40) to sixty-three (63) hours per pay period on an ongoing basis; the remaining twenty-five (25%) of the County contribution plus the employee contribution will be automatically deducted from the biweekly pay check.

3. The County shall pay fifty percent (50%) of the County contribution to the medical/dental costs for a part-time employee whose regular work schedule as documented on the payroll personnel form is thirty-two (32) to thirty-nine (39) hours per pay period on an ongoing basis; the remaining fifty percent (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 thirty-two (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 pro rata contribution. The pro rata contribution level may only be changed by amending the payroll personnel form which documents the change to the ongoing work schedule. Related to Section 1.C., an employee, who believes the employee's regular ongoing work schedule has been modified, can submit a written request to the appointing authority to formally change the ongoing work schedule.

D. Enrollment

1. Union employees may choose the County sponsored Plan or OE3 Trust Health 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 as allowed/required by law, or the OE3 Trust Health Plan if allowed by law. In such case, neither the County nor the employee shall be required to make the contributions specified in Article 8. Section 1.A or 1.C as allowed/required by law.

2. Open Enrollment Periods will occur once every calendar year in October. During an Open Enrollment Period, eligible employees may enroll themselves and eligible dependents in the County-offered health plan of their choice.

E. Terms & Conditions

1. County sponsored medical plan coverage starts the first day of the month following employment and ends the last day of the month following termination of employment. Retirees, at their own expense, may continue to be enrolled in the County-sponsored plan or may be eligible for contributions pursuant to Article 8, Section 9.E. Health Plan coverage shall be in accordance with the provisions of the Plan. Employees who retire or who separate from County service may, at their own expense, continue to be enrolled in the County-sponsored plan in accordance with provisions of the plan or as provided by law.

2. The parties agree that the County Medical/Dental Plan is a Defined Benefit Plan, and that the County is required to provide the specified benefits during the term of this MOU regardless of the level of contribution by the County and its employees.

3. The County agrees to maintain the IRC 125 Plan for employees in the OE3 Trust Health Plan in order to provide the tax advantages to the employees in that Plan for the premiums that they pay.

F. Continuation of Medical/Dental Plan - Military Call-Up

An employee who is a member of the United States Reserve Armed Forces or the National Guard and is called to or volunteers for active military duty in response to a call-up by the President of the United States as provided for by law, shall continue to be eligible for coverage under the applicable medical/dental plan, notwithstanding the employee's absence due to the call-up or ineligibility due to such absence. Coverage shall continue for a period up to one (1) year from the date the employee commences an approved military leave of absence, or until the employee returns from active duty, whichever occurs first. Such continuation of coverage is contingent upon being allowed under the respective health care plan of the employee.

The County shall continue the same level of its contributions for the employee absent on military leave and that employee's dependents as would apply to other employees in the same classification and bargaining unit. The employee will be responsible for any contribution toward dependent coverage specified in the MOU. Pursuant to these provisions, the employee absent on military leave shall not be required to use accumulated paid leave in order to be eligible for continuation of coverage and the County's contribution to the medical/dental plan.

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 8 of this MOU shall apply with full force and effect.

G. Patient Protection and Affordable Care Act

The parties acknowledge that the Federal Patient Protection and Affordable Care Act ("PPACA"), its current and future related regulations, and California law developed in response to the PPACA may create new requirements for the County during the term of this MOU. The County will comply with these new statutory and regulatory requirements to the best of its ability. The parties acknowledge that compliance with these requirements is mandatory and therefore not subject to meet and confer.

**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 sixty (60) hours per pay period. Accidental Death and Dismemberment coverage is included in this Plan.

**Section 3. Vision Care**

The County will maintain a vision care component for employees who are enrolled in a County Medical/Dental plan.

**Section 4. Salary Continuation/Workers' Compensation Leave**

Union shall not be entitled to, nor receive the benefits associated with Labor Code Section 4850.

A. Salary Continuation/Workers' Compensation Leave Eligibility

When an employee is absent from duty because of disability caused by illness or injury arising out of, and in the course of employment with the County that has been declared to be compensable under the Workers' Compensation Law.

B. Benefit

Employees determined eligible in accordance with Section 4.A. above, shall receive their full salary, in lieu of temporary disability payments, for the term of the temporary disability, but not to exceed a period of one hundred eighty (180) calendar days or until such earlier date as the employee is retired upon a retirement allowance. Full salary is defined as payment for all regularly scheduled hours of work in a pay period, including those differentials associated with scheduled hours, such as Longevity Pay and Tahoe Differential. Excluded from this payment would be those pays associated with actual work during a pay period, such as Shift Differential, Bilingual Pay and Overtime.

C. Procedure

Salary Continuation/Workers' Compensation Leave shall commence from the first day's absence. Payment of this benefit will be contingent on the County's acceptance of the injury or illness as compensable under Worker's Compensation Law. This benefit shall be provided in accordance with state law and schedules. Upon expiration of the benefit provided for in this Section 4, eligible employees would be eligible for the benefits provided for under Workers' Compensation, State Disability Insurance and/or Long Term Disability.

**Section 5. State Disability Insurance (SDI)**

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

**Section 6. Long Term Disability (LTD)**

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

**Section 7. Injury or Illness Leave Time**

The County and Union agree to the following in regard to "leave time" associated with employee injury and illness:

A. When an employee is off work due to an illness or injury, the County will work with the Union to offer a plan that allows for crediting of service time to the extent possible under the law and CalPERS rules. The parties understand that employees' use of their accrued time, i.e., sick leave, vacation, etc., counts as service credits for CalPERS purposes.

B. Family Medical Leave Act (FMLA) and California Family Medical Rights Act (CFRA) leave shall begin to count towards an employee's twelve (12) week entitlement from the first day of the FMLA/CFRA qualifying event, with notice to the employee. All terms and conditions of the FMLA/CFRA shall apply.

C. Employees off work due to a medical leave of absence shall be required to use accumulated sick leave, which may include being integrated with SDI, LTD, Worker's Compensation, etc., if necessary, before going on any other County paid or unpaid leave. Employees may elect to "bank" up to eighty (80) hours of their sick leave for use upon their return to work.

D. Employees will be allowed to use accumulated vacation, CTO, etc., during a medical leave. For employees who are off work and eligible for FMLA, the County will continue its health insurance contribution, as defined in Article 8, Section 1, on the employee's behalf (employees will be responsible for their portion), up to the time of the employee's separation from County service.

An employee who is receiving less than their scheduled hours as stated above and who ceases to be eligible for County contributions must pay directly to the Department of Human Resources the full amount of the employee and County contribution, as prorated below, in order to retain benefit coverage under the County-sponsored Health/Dental/Vision Benefit Plan.

| Hours in Paid Status | Employer Portion Paid by Employee |
|---|---|
| 64-80 | No charge to the employee |
| 40-63 | 25% of Employer Contribution |
| 32-39 | 50% of Employer Contribution |
| Less than 32 | 100% of Employer Contribution |

E. The County will conduct periodic assessments of the status of an employee on medical leave. Assessments will be conducted at thirty (30) days of leave (or 90 days of limited duty) and at least every ninety (90) days thereafter. The employee will be provided with the opportunity to provide input into the assessment.

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.E., 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 the Union 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 8. Employee Assistance Program**

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

**Section 9. 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 employees 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 employees 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. Employee CalPERS Contributions

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

1. Employees subject to Tier 1 and Tier 2 CalPERS retirement formulas will pay the employee contribution of 9% of reportable compensation.

2. Employees subject to Tier 3 CalPERS retirement formula pay 50% of the normal cost of their pension as required by law.

C. 1959 Survivors Benefits: The County will provide Level 4 1959 Survivors Benefits, pursuant to Government Code 21382.5. Each employee shall contribute the employee's contribution as required by CalPERS.

D. PER 414(h) Pickup - 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.

E. Retiree Health Coverage

1. For all employees hired before January 1, 2009, and 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" medical coverage 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 employment (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.

The OE3 Trust Health Plan shall be treated as if it were an Alternate County-sponsored Health Plan for purpose of County contributions specified in the Retiree Health Benefits Contribution Plan Document and the provisions of this Section.

2. Pursuant to the Letter of Agreement dated September 1, 2015, County contribution toward retiree health was discontinued for 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, at their own cost, in the County-sponsored retiree health plan options 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 (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, effective 1985.)
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.

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 24 falls on a Sunday, the County shall also observe December 26 as a holiday (Tuesday). In years in which December 25 falls on a Saturday, the County shall also observe December 23 as a holiday (Thursday). It is the intent of this section to give all Unit employees the same number of days off (thirteen [13] eight [8] hour days) with pay for holidays or equivalent compensation.

C. Regular 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 pay status on both their regularly scheduled work days immediately preceding and following the holiday. Part time employees shall be entitled to holiday pay in proportion to the employee's full-time equivalency (FTE).

D. Employees in assignments, which are part of 24-hour coverage, shall receive holiday pay at the straight time rate for thirteen (13) eight (8) hour holidays per year prorated equally over twenty-six (26) pay periods. No other observance shall be recognized by the County. Employees transferring between 24-hour coverage shifts and non-24-hour coverage shifts shall have their holiday allowance computed and conversion approved by the County Administrative Office and the Auditor/Controller's Office at the time of such transfer.

Employees must be in paid status in the pay period in order to receive this prorated holiday pay.

**Section 2. Vacation**

Unit employees receive vacation benefits consistent with the provisions of the County's Personnel Rules and applicable County ordinances as summarized below.

A. Accumulation Earned

1. First through forty-eight (48) 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 (49) through one hundred and thirty-second (132) 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 (133) 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. Limitations

1. Employees covered by this MOU will be eligible to use accrued vacation

after completion of thirteen (13) biweekly pay periods of continuous service with the County.

2. Use of vacation shall be limited to those hours that were accrued as of the prior pay period, and vacation cannot be used in the pay period in which it is earned.

3. Extra-help or other employment time may not count toward the required continuous service for vacation benefits.

4. At the time of termination an employee shall be paid off for all unused accumulated vacation hours.

**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

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

2. Employees requesting sick leave to care for family members will be approved in accordance with applicable Federal and State law.

3. Use of sick leave shall be limited to those hours that were accrued as of the prior pay period, and sick leave cannot be used in the pay period in which it is earned.

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 recordkeeping, may require an employee upon returning after an absence due to illness or injury, to fill out a sick leave request form or record of sick leave use.

1. Departments may request information in order to aid in the determination of whether the sick leave use is legitimate. The appointing authority or designee may require a physician's statement or acceptable substitute from an employee who applies for sick leave, or make whatever reasonable investigation into the circumstance that appears warranted before taking action on a sick leave request.

2. Departments may require a prescribed affidavit or medical report from. When an employee is absent for longer than ten (10) consecutive working days, the employee will be required to submit a statement from the employee's physician releasing the employee for normal duty.

3. 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.

4. Departments may request that the employee provide a physician's statement, as authorized by law or acceptable substitute during an absence if the employee receives notice prior to returning and the absence is longer than three days. However, if an employee has a record of excessive sick leave use, or if the employee's leave use is suspect, Departments may require a physician's letter or other acceptable substitute before authorizing future sick leave usage. Examples of excessive sick leave usage include but are not limited to:

   a. Documented abuse, or;

   b. More than six individual uses of sick leave in a twelve (12) month performance evaluation period, or;

   c. More than four (4) uses of sick leave in conjunction with vacation and/or holidays in a twelve (12) month period.

Each use of sick leave may last one (1) or more days. Each day of a multi-day sick leave absence does not constitute its own individual use of leave. It is important to note that use of leave identified under paragraphs "b" and or "c" above does not automatically indicate abuse; there may be legitimate reasons why an employee is using leave under these circumstances. The primary goal of identifying leave use thresholds is to initiate communication between the County and the employee to determine why an employee is using so much leave and determine if the leave is being abused. Protected leave cannot be tracked for performance evaluation and/or disciplinary reasons unless an employee is using protected leave in an unlawful manner.

D. Incapacity to Perform Duties

If the appointing authority has been informed through a doctor's report of a medical examination, that an employee is not capable of properly performing his/her duties, he/she may require the employee to absent himself/herself from work until the incapacity is remedied. During such absence the employee may utilize any accumulated sick leave, vacation, holiday and 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.

E. Payment for Unused Sick Leave

1. In order to receive payment for unused sick leave at the time of retirement, layoff or voluntary termination, a County employee must have five (5) or more years of County service.

   a. Employees with over five (5) years of service:
      Shall receive 20% of their unused sick leave paid.

   b. Employees with over ten (10) years of service:
      Shall receive 40% of their unused sick leave paid.

   c. Employees with over fifteen (15) years of service:
      Shall receive 70% of their unused sick leave paid.

   d. Employees with over twenty (20) years of service:
      Shall receive 100% of their unused sick leave paid.

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

F. Retirees Conversion of Sick Leave to Medical Insurance Premium

An employee who is retiring under the CalPERS system may, at the employee's option, in lieu of subsection E. 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**

Catastrophic leave donation is designed to allow employees to donate 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 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 requestor 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 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 the Department of 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. The Department of Human Resources will ensure the requestor is eligible to receive catastrophic leave donations. Upon approval, the Department of Human Resources 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 (contributor) will complete and submit to the Department of Human Resources a Catastrophic Leave – Vacation Donation form indicating the number of vacation hours to be donated. The contributor must have at least forty (40) hours of vacation hours remaining after the 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 increments. Employees may donate up to an annual maximum donation of sixteen (16) hours to any one (1) employee. All donations will be deducted from the contributor's balance and held in queue until such time as they are needed by the 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. Probation Periods

A. Initial Probationary Period

Probationary periods are considered as a continuation of the selection process and apply to all initial appointments, promotions and employee initiated lateral transfers to a different position. Correctional Officer I and II shall undergo a probationary period of twenty-six (26) biweekly pay periods. Newly hired Correctional Officer II promoted after at least twenty-six (26) pay periods as a Correctional Officer I for the County of El Dorado, shall undergo a probationary period of thirteen (13) pay periods. Employees in the classification of Correctional Sergeant shall serve a probationary period of twenty-six (26) pay periods. Nothing herein is intended to prevent the County from extending a probationary period one time for a period not to exceed six (6) months to ensure that an employee has demonstrated all of the necessary skills and traits to successfully pass probation for the job classification. The County must inform the employee in writing of any probation extension before expiration of the initial probation period.

Time worked by an employee in a temporary, extra-help, or other employment shall not count toward completion of the probationary period. Civil service status shall attach only when a regular employee successfully completes the probationary period for the specific classification during their initial appointment. An employee, who is not rejected prior to completion of the prescribed probationary period, unless extended as per provision herein, shall acquire civil service status automatically.

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.

B. Laid-Off Employees

An employee with civil service status who is laid off and subsequently reinstated to their former position or lower position in their class series shall not serve a new probationary period. Laid off employees hired into another County classification 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.

C. 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 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.

D. 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.

**Section 2. Performance Evaluation**

A. An employee shall be evaluated by the first-level supervisor above the employee approximately annually. Probationary employees shall receive evaluations every thirteen (13) weeks until completion of their probationary period with the final probationary evaluation due two (2) weeks before the scheduled completion of the probationary period. The evaluation, as prepared by the first level supervisor, shall be reviewed by that supervisor's superior up to and including the appointing authority.

B. Evaluations will be based primarily on observation by the evaluator of the employee in their performance of his/her duties.

C. An employee will be informed at least twenty-four (24) hours in advance of a meeting with the employee’s supervisor to discuss the employee's evaluation and to put the evaluation in writing on the evaluation form.

D. The employee shall be informed of his/her right to prepare and have attached to the evaluation any written comments that the employee wishes to make.

E. When an employee is rated unsatisfactory on any factor, the evaluation will give the reasons for such rating and include specific recommendations for improvement in writing. However, the contents of an employee’s performance evaluation are not subject to the grievance procedure.

F. The employee's signing of an evaluation form does not necessarily mean that the employee agrees with the evaluation, but it does mean that the employee has

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

G. The employee will be given a copy of his/her completed evaluation form after it has been reviewed by the Department of Human Resources.

H. Nothing shall be added to an evaluation after the employee has received a copy of the final evaluation form without the employee's written acknowledgment except as provided in Section 2. F. above.

**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 supervisor to give immediate attention to such reports.

B. Procedure

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.

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

3. If the written response of the supervisor is unsatisfactory, the employee may present the complaint to the appointing authority or designee within two (2) working days. The appointing authority 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 Risk Management. The substantive decision of the supervisor or the appointing authority is not grievable under Article 13 of the MOU. However, failure to adhere to this procedure is grievable under Article 13 of the MOU.

**Section 4. Promotional Examinations**

The County agrees that all promotional exams will be posted for a minimum of twenty (20) days prior to giving the examination. There shall be no former member of the El

Dorado County Sheriff's Office on the oral board. Seniority points shall not be added to promotional exams.

**Section 5. Correctional Officer Training**

The County agrees that all Correctional Officers I shall be sent to a Jail Operations Course within one (1) year of hire.

**Section 6. Drug Free Work Place**

The County and Union 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. 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 the MOU.

**Section 7. Hepatitis B Inoculations**

The County shall provide Hepatitis B inoculations to all existing and newly hired members of this Unit.

**Section 8. Closure of County Buildings Policy**

The CAO or his/her designee shall determine when County facilities shall be temporarily closed in an emergency as determined by the CAO.

A. Any and all twenty-four (24) seven (7) days a week facilities and/or operations are exempt from

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 any circumstance 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. During a temporary closure of County buildings, those regular employees who are still required to work as part of essential services, as defined by the CAO, would receive premium compensation at one and one half (1 ½) times the employee's base hourly rate of pay for those hours actually worked during designated closure.

F. 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 geographical area, the employee may at his/her request utilize accumulated vacation and/or CTO in lieu of reassignment, unless the CAO makes a finding that the employee's services are essential to the continued operation of the County.

G. Geographical area is generally defined as:

1. Tahoe Basin
2. Western Slope

**Section 9. Concealed Weapons Permit Fees**

Employees in the Union who are eligible and approved for a Concealed Weapons Permit through the El Dorado County Sheriff's Office will not be required to pay any fees charged by the El Dorado County Sheriff's Office. The permit will be for four (4) years provided the employee has met the Penal Code 832 requirements consistent with state law.

**Section 10. Special Assignments**

Assignments within a specific job classification will be made consistent with Department Policy Manual Section 1005, "Selection Policy".

**Section 11. Administrative Investigation Policy**

The parties acknowledge that the Sheriff's Office maintains a policy concerning administrative investigations that is subject to change at the sole discretion of the Sheriff. Such change shall not be subject to appeal or the grievance procedure.

## 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 workforce 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 of Supervisors 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 Local 1 current address. It is the appointing authority's responsibility to ensure posting.

B. Layoffs and displacements are made within the department involved and are not County-wide.

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 probationary period,
(3) Regular (civil service status) part-time employees,
(4) Regular (civil service status) full-time.

A. Longevity

A full-time employee shall receive one (1) point for each full month of continuous service as a regular County employee in his/her classification and higher classifications, including probationary time but excluding time as extra help.

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.
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.

C. Flexibly-Staffed Classes - Classes which are budgeted as flexibly-staffed 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.

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; appointing authority

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 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 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 regular civil servant status, provided that the duties have remained essentially the same. This list shall be maintained in the Department of Human Resources.

Three refusals to accept restoration from a departmental layoff list will remove the eligible individual's name from that list unless the offer of restoration is in excess of twenty five (25) miles from the geographical location of the position from which the employee was laid off.

A person notified of an offer of restoration must respond within ten (10) working days from the proof of service date. Offers of reemployment shall be sent by first class mail to the last address on file in the Department of Human Resources. It is the individual's responsibility to ensure that a current address is provided to the Department of Human Resources.

C. Transfer and Demotion - Employees to be laid off may be permitted to transfer or demote at the discretion of the appropriate appointing authority(s) prior to the layoff effective date. Transfer or demotion may be made to any funded vacant position where the 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 accordance with provisions of this Article and is required by the

appointing authority to complete a new probationary period, which results in his rejection during probation, he/she shall not be required to forfeit his/her status on any layoff list.

D. Placement In Other Departments - In accordance with rules on order of layoff, an employee who shall be laid off shall have a right to be placed in a vacant position in the same class in another department which the department has determined to fill. Referral to vacant positions shall be offered based upon the inverse order of layoff. The new appointing authority shall have up to 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, he/she may, upon request, receive payment for those benefits normally given to terminated employees.

F. Employment Interviews - appointing authority(s) who 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 benefit:

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.

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

H. Meet and Confer - Prior to the actual layoffs, the County's representatives and the Union shall, at the request of the Union, meet and confer over the practical effects of the proposed layoffs.

## Section 5. Deviation from Retention Points

The Board of Supervisors may approve deviations from the order of layoff by retention points or demotions in lieu of layoff (bumping) when 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 appointing authority shall fully justify and document in writing no later than two (2) weeks prior to submittal to the Board of Supervisors with the reasons therefore. The affected employees shall be provided a written notice of the department's request, reasons therefore, and the date the Board of Supervisors shall consider the department's request.

## Section 6. Appeal of Layoff

A. Right of Appeal

1. Regular civil service employees receiving a notice of layoff shall have the right to appeal solely on the issue of whether or not there was compliance with the procedures prescribed in this Article.

2. The right of appeal is limited to the scope and process provided in this Section, "Appeal of Layoff".

3. The scope of any appeal shall not include such issues as the need for layoff, the reason(s) for layoff, or the exercise of other County prerogatives involved in layoff.

4. Probation, provisional, temporary and extra help employees have no right of appeal of a notice of layoff. Questions and disputes regarding regular civil service status shall be determined by the Civil Service Commission in accordance with their rules, regulations and procedures.

B. Notice and Timing of Appeal

1. Appeals shall be filed in writing with the Director of Human Resources or designee. An email shall be accepted as a written appeal.

2. Appeals shall be filed within five (5) working days after the date of service of the notice of layoff as provided in this Section, “Appeal of Layoff”.

3. The notice of appeal shall state the employee’s reasons for the appeal consistent with this Article.

C. Responsibilities of the Director of Human Resources or Designee

1. The Director of Human Resources or designee shall within three (3) working days of receipt of an appeal, forward a copy of the appeal to the Union.

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

D. Layoff Arbitration Panel

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

1. Appeals shall be heard by a tripartite panel consisting of:

   a. A representative designated by the Director of Human Resources.

   b. A representative designated by the Union.

   c. A neutral member selected in accordance with D.2.

2. The neutral Layoff Arbitration Panel member shall be chosen by:

   a. Mutual agreement between the County and the Union or their designated representatives within five (5) working days of notification to the Union of an appeal.

   b. If the County and the Union fail to name a neutral arbitration panel member within five (5) working days of notification to the Union of the appeal, a member of the Civil Service Commission (CSC) shall serve as the neutral third member of the arbitration panel.

      i. The Department of Human Resources will notify the Chair of the CSC of their inability to agree on a neutral;

      ii. The Department of Human Resources will notify the Chair of the CSC of their desire that a member of the CSC serve as the neutral member of the Layoff Arbitration Panel in lieu of agreement on a third party.

      iii. The Chair of the CSC shall name a member of the CSC to serve as the neutral member of the Layoff Arbitration Panel and an alternate.

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

limit.

a. If either or both parties fail to name a representative who can meet within the time limit, the CSC Chair shall name a member(s) of the CSC to serve as a second and if necessary, third neutral in lieu of the failure of either or both parties to provide an available representative.

b. If the member(s) of the CSC designated, or the alternate, cannot serve within the time limit, the Chair shall designate another member(s) of the CSC who can serve within the time limit.

E. Hearing Process

1. The employee filing the appeal and all other potentially affected employees will be notified of the date, time and place of the hearing not less than two (2) working days in advance of the hearing.

2. The neutral member shall serve as Chair of the Layoff Arbitration Panel.

3. The hearing shall be conducted in accordance with standard administrative hearing procedures used by the CSC.

4. In addition to hearing such evidence and witnesses as the parties, including any employees potentially affected by the appeal, may call, the Layoff Arbitration Panel may question witnesses and call such witnesses as they deem appropriate.

F. Decision

1. The Layoff Arbitration Panel shall issue their written decision within two (2) working days of closing the hearing.

2. The decision of the Layoff Arbitration Panel shall be final and binding on all parties.

## ARTICLE 12. APPEALS

### Section 1. Appeals of Disciplinary Actions

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

### Section 2. Administrative Appeal

Employees of this Unit are "Public Officers" as defined in Penal Code Section 831.5, and are not entitled to the protections provided by the Peace Officers Procedure Bill of Rights (Government Code Section 3300 et. seq.); however, through this MOU, the County provides similar rights as specified below.

As regards alleged "punitive actions" in the nature of terminations, demotions in class or salary step, and suspensions without pay only, the right to appeal such discipline to the Civil Service Commission as provided for in the foregoing section is agreed to constitute the "administrative appeal" required by Government Code Section 3300 et. seq.

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

A. Within ten (10) working days from the effective date of such punitive action, the employee must submit in writing a “Notice of Appeal” to the Sheriff or designee acting in the capacity of Administrative Appeal Officer, together with any and all documents supporting the employee's appeal including statements from any witnesses. Failure to submit a “Notice of Appeal” to the Sheriff or designee within the time period prescribed shall constitute an absolute waiver of the right to an "administrative appeal" pursuant to Government Code Section 3300 et. seq.

B. The Sheriff or designee must respond in writing to the “Notice of Appeal” within twenty (20) working days following submission. No hearing is required to be held and the designee may respond to the appeal solely on the materials and documents provided by the appealing employee and by the department.

C. The Sheriff or designee, acting as the Administrative Appeal Officer, shall have the power to amend, modify, rescind, or uphold, in whole or any part thereof, the claimed punitive action of the department or authority imposing discipline.

D. The "administrative appeal" provided for herein need not be completed prior to the implementation of the alleged "punitive action".

E. With respect to appeal rights governing written reprimands, the decision of the Sheriff or designee is final and binding. Nothing in this section confers upon the employee the right to challenge the decision of the Sheriff or designee in any other formal, informal or administrative proceeding.

## ARTICLE 13. GRIEVANCE PROCEDURES

### Section 1. Intent

It is the intent of this procedure to provide for an orderly and equitable procedure for the resolution of misunderstanding and disputes between the County and its employees.

**Section 2. Scope of Grievances**

A. A grievance is a claimed violation, misapplication or misinterpretation of the provisions of a resolution or employee protections contained in ordinances, resolutions, personnel rules or written policies, adversely affecting an employee's wages, hours, or conditions of employment.

B. Exclusions

Specifically, excluded from the scope of grievances are:

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

2. Discrimination complaints that allege violations of equal employment opportunity laws or employment discrimination which shall be processed under the County's Discrimination Complaint Procedure.

3. Appeals of the "Reduction in Force" articles and policies which fall under the appeal process contained within that policy.

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

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 (2) or more employees have essentially the same grievance, they may, if approved by the Director of Human Resources or designee, submit their combined grievances as one grievant, or by Union as the grieving party.

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 situation, the employee is encouraged to request a meeting with the employee's immediate supervisor to discuss the problem in effort to clarify the issue and to work cooperatively toward settlement. Such discussion shall occur within fifteen (15) working days of the incident or occurrence giving rise to the complaint. The immediate

supervisor shall respond informally within seven (7) working days.

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

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

   b. Intermediate Supervisor - If the grievance is not resolved by the written decision of the immediate supervisor and if there is an intermediate level of supervision, the grievant and representative may, within ten (10) working days after the date of the immediate supervisor's decision, file a written appeal to the intermediate supervisor designed in the decision being appeal. Such intermediate supervisor shall respond in writing within fifteen (15) working days. If the grievance is denied, the reasons for denial shall be given in the supervisor's response. This response shall contain the position to which the next level of employee grievance should be addressed.

   c. Appointing Authority - If the grievance is not resolved by the written decision of the immediate/intermediate supervisor, the grievant and representative may submit in writing within ten (10) working days after the date of the immediate/intermediate supervisor's written decision the grievance to the appointing authority. The appointing authority shall conduct such meeting(s) with the employee; informal hearings and investigations as are appropriate in the appointing authority’s judgment and deliver to the grievant a written decision within fifteen (15) working days. If the grievance is denied, the reasons for denial shall be included in the response.

   d. Director of Human Resources or Designee - If the grievant and

representative wish to appeal the appointing authority's decision, the grievant may do so in writing to the Director of Human Resources or designee within ten (10) working days after the date of the appointing authority's decision. The Director of Human Resources or designee shall conduct such meeting(s), informal hearings and/or investigations as are appropriate in their judgment and deliver to the grievant a written decision within twenty (20) working days. If the grievance is denied, the reasons for the denial shall be included in the response.

3. Final Resolution - Should the grievant and representative be unsatisfied with the decision of the Director of Human Resources or designee, the grievant and representative may within ten (10) working days notify the Director of Human Resources or designee that the grievant is appealing the Director of Human Resource's or designee's 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 MOU shall be appealed through the arbitration method as it is described in this paragraph.

   If Arbitration is chosen, the grievant and 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 and Mediation Service shall be obtained. The parties shall alternately strike names until only one (1) name remains, which name shall be the arbitrator in the dispute. The party to strike the first name shall be chosen by lot. The arbitrator shall have no power to add to, subtract from, alter, modify, or go beyond the applicable provisions of the MOU or Resolution.

4. Basic Rules:

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

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

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

## ARTICLE 14. PEACEFUL PERFORMANCE CLAUSE

The parties to this MOU recognize and acknowledge that the services performed by the County employees covered by this MOU are essential to the public health, safety, and general welfare of the residents of the County. Union agrees that under no circumstances will the Union recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the Unit take part in any strike, sit-down, stay-in, sick-out, slowdown or picketing (hereinafter collectively referred to as work stoppage) in any office or department of the County, nor to curtail any work or restrict any production, or interfere with any operation of the County. Nor will this organization recognize the strike or job action of any non AFL-CIO organization or engage in any sympathy strike by recognizing the strike, job action, or picket lines of any other non-AFL-CIO organization. In the event of any such work stoppage by any member of the Unit, the County shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased.

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

## ARTICLE 15. FULL UNDERSTANDING, MODIFICATION, and WAIVER

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

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this MOU.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all 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 MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

## ARTICLE 16. SEVERABILITY

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

## ARTICLE 17. ECONOMIC HARDSHIP REOPENER

At any time upon thirty (30) calendar days written notice to the Union, the County may reopen this agreement for renegotiation if a financial shortfall in the County budget has occurred that caused the Board of Supervisors to actually reopen negotiations with other employee groups with negotiated MOUs or adopted Salary and Benefit Resolution, except with respect to any salaries governed by Section 504 of the El Dorado County Charter. Any notice provided subject to this Section must include evidence demonstrating the basis for the claim of financial hardship.

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

COUNTY OF EL DORADO

11/8/19

Jack Hughes — Date
Liebert, Cassidy, Whitmore
Lead Negotiator for the County

Tameka Usher 11/1/19

Tameka Usher — Date
Director of Human Resources

Operating Engineers
Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO, Corrections

10-24-19

Michael De Anda — Date
Business Representative

Kyle Danielson

Juan Sapien

Bryan Bila

Lonnie Grover

BOARD OF SUPERVISORS

Sue Novasel, Chair

11-5-19
Date

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

By Kyra Schauffenberg
Deputy Clerk