

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**THE COUNTY OF EL DORADO**

**And**

**DEPUTY SHERIFFS' ASSOCIATION**



**January 1, 2014 - December 31, 2016**

**Memorandum of Understanding  
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# **Memorandum of Understanding Deputy Sheriffs' Association**

## **ARTICLE 1 Terms and Conditions**

El Dorado County Deputy Sheriffs' Association (hereinafter referred to as "Association") and representative of the County of El Dorado (hereinafter referred to as "County") have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the Deputy Sheriffs' Association (DSA) bargaining unit, have exchanged freely information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias - Brown Act (Government Code Sections 3500-3510) and has been jointly prepared by the parties.

This MOU has been presented to the employees in the Association for ratification by said employees, and is now presented to the Board of Supervisors, for final approval to implement the wages, hours and other terms and conditions of employment for the period commencing the first full pay period following final approval and adoption by the Board of Supervisors. Unless otherwise indicated herein, all provisions shall become effective upon Board of Supervisor's approval through and including December 31, 2016. For the time period December 15, 2009 until adoption by the Board of Supervisors of the Memorandum of Understanding, the County and the Association have been operating under an imposed Modified Last Best and Final Offer. Nothing contained herein shall be applied on a retroactive basis unless specifically stated.

The Personnel Rules shall remain in force and effect, other than where superseded by specific provisions of this MOU.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 the attached side letters addressing Sheriff's Department Jail Transportation Unit dated October 24, 2005, sets 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 provision of this MOU and shall become in full force and effect upon the first full pay period following adoption by the Board of Supervisors and shall continue in full force and effect through December 31, 2016, pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510).

## **ARTICLE 2 Authorized Agents**

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

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

El Dorado County Deputy Sheriffs' Association  
President  
P.O. Box 1843  
Placerville, CA 95667

The Association 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.

### **ARTICLE 3 County Rights**

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

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



## **ARTICLE 4 Association Rights**

### **Section 1. Payroll Deductions**

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

The County shall not be liable to the Association, employees or any 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 salary earned. The Association shall save 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, including but not limited to the collection and procedures for collection of DSA dues, DSA fees, and reasonable cost of County's attorney fees and costs, along with reasonable cost of management preparation time as well. The County shall not be made a party or any administrative or court proceedings to determine EDCDSA dues and/or fees.

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

### **Section 2. Communications with Employees**

The Association 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, and 2) shall not malign the County or its representatives and 3) shall not constitute harassment, discrimination or retaliation based on a legally protected status. Such use shall not interfere with the legitimate needs of the department. The Human Resources Director or designee reserves the right to remove any material posted in violation of this section if the Association refuses to remove the material on its own.

The Association may use the Department electronic mail (e-mail) for Association business, provided such usage remains consistent with Departmental Policy, the El Dorado County Computer and Network Resources Usage Policies and Standards Guide and the provisions of this MOU.



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

- A. E-mails shall not be drafted during working hours (not including duty-free breaks and lunches).
- B. The subject line of the e-mail shall read "Association Business". E-mails shall 1) not be obscene, and 2) shall not malign the County or its representatives, and 3) shall not constitute harassment, discrimination or retaliation on a legally protected status.
- C. Subject matter shall be limited to brief Association announcements, inquiries, notices, agendas, minutes and appropriate attachments.

### **Section 3. Use of County Buildings**

County buildings and other facilities shall be made available for use of the Association or its representatives during non-duty hours in accordance with such administrative procedures as may be established by the Chief Administrative Officer or department heads concerned. Meetings dealing with political activities shall not be conducted on County property.

### **Section 4. Duplicating Equipment**

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

- A. The Association purchases any required access keys.
- B. The Association reimburses the County promptly upon demand for the actual costs of the use of the equipment and material.
- C. The Association use of such equipment and facilities does not interfere with their use of County employees for County business.

### **Section 5. Attendance at Meet and Confer Sessions**

County employees who are official representatives of the Association shall be given reasonable time off with pay to attend formal meet and confer sessions with management representatives. The Association shall notify the Director of Human Resources or designee of the names and departments of employees who are official representatives of the Association. Such representatives shall notify their supervisors 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 in writing by the Director of Human Resources or designee in unusual circumstances. Except by written agreement with the Director of Human Resources or designee, the

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number of employees excused for such purposes shall not exceed a total of six (6) in numbers.

## **Section 6. Advance Notice**

Except in cases of emergency as provided below in this subsection the Association, 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 Association on the first business day after the emergency of its actions.

## **Section 7. Accommodation of Ballot Boxes**

The Association shall be permitted, with the prior notification to the affected Department Heads, to place ballot boxes at the primary offices of the Sheriff's Department and District Attorney's Office, and at a minimum of three (3) secondary work locations of the Association's choice for the purpose of collecting members' ballots on all Association issues subjected to ballot, except ballots regarding job actions. Such boxes shall be the property of the Association, and neither the ballot boxes nor the ballots shall be subjected to the Employer's review or examination at any time.

## **Section 8. Association Release Time**

The County shall provide to the Association one hundred-twenty (120) hours per calendar year of release time. Such time shall be made available to the officers and Board of Directors to use for Association activity. Such release time shall not be affected when attending meetings which are called by the County, including but not limited to, meetings held for the purpose of meeting and conferring with the County for items related to renewing this agreement. Persons who are authorized to use release time shall provide their supervisors reasonable advance notice in writing of the date and time of such use.

# **ARTICLE 5 Salary Provisions**

## **Section 1. Salaries**

A. The salaries for the classifications of Deputy Sheriff I, II, and Sheriff's Sergeant shall be set in accordance with Proposition A/EI Dorado County Charter Provision 504, as amended, for each calendar year under the following method:

1. A base hourly rate survey of comparable class of positions for Deputy Sheriff and Sergeant shall be conducted in December of each calendar year to

determine the average base hourly rate of the comparable agencies, as defined in Charter Provision 504.

2. The results of the base hourly rate survey will be shared with the DSA after the Board of Supervisors' review but prior to the Board of Supervisors' vote on any base hourly rate adjustments.
3. Any resulting salary changes will be effective the pay period including January 1.

It is acknowledged that this procedure is a negotiated agreement in order to permit the efficient administration of the initiative ordinance which covers the salary setting procedure for these positions.

The DSA agrees with the changes of this section for the administrative implementation of Charter Section 504. This agreement shall not be precedent setting in any way and does not constitute agreement in any other modification of Charter Section 504.

## **Section 2. District Attorney Investigators Salaries**

The salary range of the Investigator (District Attorney) will be maintained so that Step 5 of the salary range for the Investigator (District Attorney) is equal to Step 5 of the salary range for Sheriff's Sergeant. The Supervising Investigator (District Attorney) classifications will receive the same percentage increases received by the Investigator (District Attorney) classifications, if any.

## **Section 3. Tahoe Employment Differential**

Employees whose primary work location is in the Tahoe Basin shall receive a total of forty-six dollars and fifteen cents (\$46.15) biweekly. Employees working 20 hours or less in a week shall receive half of this amount.

Effective the beginning of the first full pay period in January, 2001; increase differential to a total of \$69.23 per biweekly pay period.

Effective the beginning of the first full pay period in January, 2002; increase differential to a total of \$80.77 per biweekly pay period.

Effective the beginning of the first full pay period in January, 2003; increase differential to a total of \$92.30 per biweekly pay period.

This differential shall only apply when an eligible employee is in paid status for a majority of their assigned hours in a pay period.

## **Section 4. POST Certificate Pay**

In lieu of longevity pay, eligible employees in the Unit shall receive:

- 6.5% of base salary for possession of an Intermediate POST Certificate,
- 12.5% of base salary for possession of an Advanced POST Certificate
- Maximum POST pay shall not exceed a total of 12.5%.

## **Section 5. Education Incentive Pay**

For eligible employees in the classification of Deputy Sheriff I/II, Sheriff's Sergeant, Investigator (District Attorney), and Supervising Investigator (District Attorney) to receive education incentives for a Bachelor of Arts, Bachelor of Science, Master of Arts, or Masters of Science, the degree must be from an accredited institution. An accredited institution means an institution that has received accreditation from one of the following regional accrediting bodies: Western Association of Schools and Colleges, North Central Association of Colleges and Schools, Northwest Commission of Colleges and Universities, Middle States Commission on Higher Education, Southern Association of Schools and Colleges, and New England Association of Schools and Colleges. Education incentives must be approved by the appointing authority in writing and submitted to the Department of Human Resources for verification.

- 2% of base salary for an Associate of Arts degree from an accredited institution
- 5% of base salary for a BA/BS degree from an accredited institution
- 5% of base salary for a MA/MS degree from an accredited institution

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

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

## **Section 6. On-Call Duty Compensation**

- A. When warranted and in the interest of the County operation, department heads 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 they can be contacted by telephone and be ready for immediate call-back to the department to perform an essential service.
- C. An employee assigned on-call duty shall be compensated at the rate of \$1.60 per hour for each hour of such duty.

## **Section 7. Call-Back Compensation**

- A. When an employee returns to work because of a department request made after the employee has completed the employee's normal work shift and left the work station, the employee shall be compensated a minimum of two (2) hours in which the employee is continuously engaged in work for which the employee was called back.
- B. An employee who is assigned on-call duty and is called back shall be entitled to the aforementioned two-hour minimum only once during a single on-call period. An employee shall receive the aforementioned two-hour minimum each day for a two-day weekend on-call duty in which the employee is called back to work. If the employee, who is assigned a weekend, is called back a second time within one of the on-call days more than one (1) hour after the initial call-back has ended, the employee shall receive an additional two-hour minimum. An employee shall receive no more than three (3) two (2) hour call-back minimums in a weekend 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 is considered overtime and shall be paid in accordance with overtime pay provisions.
- E. The two (2) hour minimum shall apply only when an employee is required to physically return to work in order to perform required duties. An employee who performs work after regular work hours, but who is not required to leave home, shall be compensated at time and one half (1½) pay or compensatory time as per overtime provisions.
- 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 the employee's normal starting time. If an employee is called to work within one (1) hour prior to the employee's normal starting time, the employee shall be compensated under normal overtime provisions.
- G. An employee will be compensated at the overtime rate for work related communications associated with being called-back to work. To be compensable, a communication must be necessary to complete the work assignment which caused the call-back and last longer than one-tenth of an hour.

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

When an employee is assigned to work in a higher classification for which the



compensation is greater than the classification to which the employee is regularly assigned, the employee shall receive compensation for such work at the rate of pay established for the higher classification commencing on the eightieth (80) work hour 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 department head's written approval of this assignment must be submitted to the Director of Human Resources or designee at 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. Employees selected for the assignment will meet the minimum qualifications for the higher classification. If the employee does not, the Department Head, prior to assigning the employee to the acting position, must provide justification for such selection to Human Resources for approval.
- D. An employee will be entitled to pay for a higher classification, which shall not be less than 5% of the employee's base salary.
- E. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in the agreement.
- F. Higher pay assignments shall not exceed six (6) months except through re-authorization by the Human Resources Director or designee.
- G. If approval is granted for pay for work in a higher classification and the assignment is terminated and later re-approved for the same employee within thirty (30) days of the assignment ending, no additional waiting period will be required.
- H. Allowable work location differentials will be paid on the basis of the rate of pay for the higher class.
- I. Employees who are members of DSA and are given an acting pay assignment in a classification in another bargaining unit will continue to have all pay and benefits determined by this Agreement.

## **Section 9. Uniform Allowance**

Law Enforcement employees who are required to wear a County prescribed



uniform, and, when they are required to buy and maintain those uniforms, shall receive a uniform allowance. The Sheriff retains the right to specify the uniform standard for new hires.

Law Enforcement employees in the Sheriff's Department who are required by the Sheriff to wear or maintain a uniform, shall be paid a uniform allowance of \$800 per fiscal year, to be paid out per pay period in equal installments .

New employees will begin receiving uniform allowance pro-rated to the pay period in which the new employee is hired.

#### **Section 10. Hazardous Duty Pay**

Law Enforcement employees assigned to the Department's Underwater Dive Team, Explosive Ordinance Disposal Team, and Special Weapons and Tactics (SWAT) Team shall receive an additional \$40.00 for each call out (in addition to all other pay and allowances).

When such an assignment is terminated at the discretion of the Sheriff for non-disciplinary reasons, and the employee is no longer entitled to the pay differential, such loss of pay shall not be considered a punitive section under the Peace Office Bill of Rights (Government Code Section 3300 et. seq.), and is not subject to appeal or the grievance procedure.

#### **Section 11. Court Pay**

- A. An employee who is required in the course of their employment to attend court on their off duty time shall receive the following:
- B. 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.
- C. 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.
- D. Court time shall be considered overtime and shall be paid in accordance with overtime provisions, as defined in Article 6, Section 3.C.
- E. Court recesses for lunch shall be considered an unpaid lunch period for the employees.

#### **Section 12. Police Service Dog Handlers**

Deputies available and assigned to the Police Service Dog Handlers Program shall

receive an additional \$70 per pay period. The County shall pay, on a claim basis, incurred expenses, for the dogs, directly to the appropriate providers. Deputies available and assigned to this program shall receive 3.5 hours per week, paid at overtime rates, for the off duty maintenance of the dog in accordance with Article 6, Section 3.C. The County shall pay such officers only when assigned to this program. This program shall be limited to nine (9) Police Service Dog Handlers.

Required qualifications and assignment as a Police Service Dog Handler shall be made at the sole discretion of the Sheriff. The duties and responsibilities of Police Service Dog Handler and the activities that constitute "dog handling" shall also be at the sole discretion of the Sheriff. When such assignment is terminated at the discretion of the Sheriff for non-disciplinary reasons, and the employee is no longer entitled to Police Service Dog Handlers pay, such loss of Police Service Dog Handlers pay shall not be considered a "punitive action" under the Public Safety Officers Procedural Bill of Rights Act (Government Code Section 3300 et. seq.), and is not subject to appeal or grievance.

### **Section 13. Field Training Officer Pay**

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

Required qualifications and assignment as a Field Training Officer and assignment of new Deputy Sheriffs to Field Training Officers shall be made at the sole discretion of the Sheriff. The duties and responsibilities of Field Training Officers and the activities that constitute "field training" shall also be at the sole discretion of the Sheriff. When such assignment is terminated at the discretion of the Sheriff for non-disciplinary reasons, and the employee is no longer entitled to Field Training Officer Pay, such loss of Field Training Officer Pay shall not be considered a "punitive action" under the Public Safety Officers Procedural Bill of Rights Act (Government Code Section 3300 et. seq.), and is not subject to appeal or grievance.

### **Section 14. Investigative Unit - Detective Pay**

"Investigative Unit" refers to and is limited to employees assigned under this section to the Investigative Services Division, as Background/Internal Affairs Investigators to the Administrative Support Division, and the Civil Coroner Investigative Unit.

Employees in Deputy Sheriff II and Sheriff's Sergeant classifications who are assigned on a full-time basis by the Sheriff to the "Investigative Unit" shall receive a 5% pay differential as Detectives, during the term of the assignment. When such assignment is terminated at the discretion of the Sheriff for non-disciplinary reasons, and the employee is no longer entitled to detective pay, such loss of detective pay shall not be considered a "punitive action" under the

Peace Officer Bill of Rights (Government Code Section 3300, et. seq.), and is not subject to appeal or the grievance procedure.

### **Section 15. Shift Differential**

Effective the beginning of the first full pay period in November, 1996, the defined "night shift" as determined by the department shall receive an additional seventy-five cents (\$.75) per hour over their regular rate of pay for all hours actually worked during the defined night shift.

### **Section 16. Bilingual Pay**

When a Department Head designates in writing that an employee must utilize bilingual skill as a required component of the employee's job duties and necessary in the delivery of County services, the employee shall be compensated forty dollars (\$40.00) per pay period. The bilingual differential shall be paid for bilingual proficiency in Spanish, Sign Language, or any language determined by the Department Head in writing as necessary to provide primary services to the public. In order to be eligible to receive such differential an employee must demonstrate language proficiency acceptable to the Department Head. The County shall adopt a language proficiency testing process to determine employees' qualification to serve as bilingual skill providers. The Human Resources Department shall use a verbal and/or written testing process, depending upon the level of bilingual skill required of the employee, to validate the employee's skills. The County shall utilize existing bilingual skills employees to assess employees' bilingual capabilities when possible. Written authorizations to receive a bilingual differential shall be reviewed and renewed annually by the Department Head. 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 17. Lake Tahoe West Shore Resident Deputy Housing Incentive Pay**

Employees in the class of Deputy Sheriff who are permanently assigned as a Resident Deputy to the Lake Tahoe West Shore area shall receive two-hundred seventy-six dollars and ninety-three cents (\$276.93) biweekly. It is understood that to be eligible for assignment as a Resident Deputy, employees must be willing to agree to a minimum of three year commitment to the Resident Deputy assignment, which requires that the Deputy reside in the West Shore community.

### **Section 18. Officer-in-Charge Differential Pay**

A deputy assigned to any portion of a shift as a shift Officer-in-Charge shall receive a twenty-five dollar (\$25.00) per shift differential in addition to the deputy's rate of pay. A deputy functioning as an Officer-in Charge has the authority and responsibilities of a Sergeant throughout the Officer-in-Charge assignment.

## **Section 19. Resident Deputy Differential Pay**

An employee appointed as a Resident Deputy, who is assigned to patrol a rural area of the County as defined by the Sheriff, and who resides within the designated area, shall receive a five percent (5%) pay differential above the employee's current pay rate for the duration of the assignment. To be eligible for assignment as a Resident Deputy, the employee must be willing to agree to a minimum three (3) year commitment to the Resident Deputy assignment. When such assignment is terminated at the discretion of the Sheriff for non-disciplinary reasons, and the employee is no longer entitled to the five percent (5%) pay differential, such loss of pay shall not be considered punitive under the Peace Officer Bill of Rights (Government Code Section 3300 et. seq.), and is not subject to appeal or the grievance procedure.

## **ARTICLE 6 Compensation Administration**

### **Section 1. Salary Range**

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

### **Section 2. Entrance Salary and Performance Merit Step Increases**

An employee's entry salary and performance merit step increases will be in accordance with the Personnel Rules Part 13.

**Salary Status Upon Re-employment** - 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 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 Personnel Rules Part 13. For purposes of vacation accrual, such an employee shall receive credit for the amount of prior service in effect at the time of resignation and shall be restored to the place on the vacation accrual table in effect at the time of resignation.

### **Section 3. Overtime**

- A. **Authorization:** The Department Head 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 as any authorized time worked beyond forty (40) hours in one seven (7) day work period, or eighty (80) hours in a fourteen

(14) day work period as designated by the County for each employee. "Time worked" shall be defined to not include vacations, authorized compensatory time off, sick leave for work-related illness or injury and sick leave. For employees in assignments which observe holidays with time off, holidays will not be considered as time worked.

- C. Compensation: Overtime shall be compensated at one and one half ( $1\frac{1}{2}$ ) times the employee's regular hourly rate of pay, or at the employee's request and with the department's approval compensating time off (CTO) may be accrued at the rate of one and one half ( $1\frac{1}{2}$ ) times off for each hour worked in lieu of overtime pay.
- D. Accumulation and Use of Compensatory Time off: The maximum accumulation of Compensating Time off (CTO) shall be 160 hours.
  - 1. Use of accumulated CTO shall be a time mutually agreeable to the department head and the employee.
  - 2. Upon written request of the employee, the County will pay off up to the full amount of accumulated CTO time in the twenty-fifth (25<sup>th</sup>) pay period. It shall be the employee's option to determine whether all or part of the CTO is paid.
  - 3. Upon termination, any employee with accumulated CTO shall have it paid off.
  - 4. CTO accumulated within revenue offsetting programs, which include grant programs, contracted services, or other substantially similar program for which the department and/or County receives funding from an external agency or entity to offset the costs of providing law enforcement services, and which are designated by the department head as revenue offsetting programs, shall be used as follows;
    - a. CTO hours accumulated within pay period thirteen (13) through twenty-four (24) shall be either taken as time off or cashed in no later than the twenty-fifth (25<sup>th</sup>) pay period.
    - b. CTO accumulated within pay periods twenty-five (25) through twelve (12) shall be taken as time off or cashed in no later than the thirteenth (13<sup>th</sup>) pay period.
  - 5. Other Provisions
    - a. An employee's work schedule shall not be changed during the work week when the purpose of such change is to avoid overtime compensation, unless agreed to by the employee.



- b. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase period. Compensatory time off taken may be used as part of the established work week to earn fringe benefits and to serve our probationary and performance merit step increases.

## **ARTICLE 7 Probation Periods**

### **Section 1. Duration**

Probation 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 classification. Civil Service Status (permanent status) shall attach only when a regular employee successfully completes the probationary period for the specific classification during their initial appointment. Law Enforcement employees in the class of Sheriff's Deputy I & II shall undergo a probationary period of thirty-nine (39) biweekly pay periods. Employees in the classification of Sheriff's Sergeant, Investigator (District Attorney) and Supervising Investigator (District Attorney) shall serve a probationary period of thirteen (13) biweekly pay periods. 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.

Time worked by an employee in a temporary, extra-help, or other employment shall not count toward completion of the probationary period. 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.

### **Section 2. Laid-Off Employees**

Employees with Civil Service status who are 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 position from which they were not specifically laid off shall serve a new probationary period.

Former probationary employees who were laid off and subsequently re-employed shall serve a complete new probationary period upon rehire.

### **Section 3. 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, religious or Association activities, race, color, national origin, sex, age, handicap or sexual orientation. The appointing authority shall notify the employee in writing that he/she is rejected during probation. No reasons for the action are necessary.

#### **Section 4. 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 Civil Service 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 the employee's pre-promotion status.

### **ARTICLE 8 Performance Evaluation**

#### **Section 1. Documentation of Performance Evaluation**

An employee shall be evaluated by employee's first-level supervisor approximately annually. Probationary employees shall receive evaluations at three (3) months, twelve (12) months and two (2) weeks prior to the expiration of their probationary period. The evaluation as prepared by the first level supervisor shall be reviewed by that supervisor's superiors up to and including the Department Head.

- A. Evaluations will be based primarily on observations by the evaluator of the employee in the performance of his/her duties.
- B. 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.
- C. The employee shall be informed of his/her right to prepare and have attached to the evaluation any written comments which the employee wishes to make.
- D. 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.
- E. 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.

- F. The employee will be given a copy of the employee's completed evaluation form after it has been reviewed by the Human Resources Department.
- G. 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 for in this Article.
- H. Protected leave will not be considered as part of an employee's performance evaluation. Non-protected leave that an employee uses will be noted in an employee's performance evaluation. An employee may only be found to be "needs improvement" or "unacceptable" due to leave found to be abusive or excessive under Section D of this Article.

## **ARTICLE 9 Insurance Plans**

### **Section 1. Medical, Dental and Vision Plans**

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

- A. The County and the Association agree to continue, during the terms of the MOU, to meet and work on long term options for payment of health care costs. For the term of this MOU, the parties agree to implement a standardized cost sharing for health insurance contribution rates, with the County paying 65% of the premium for full-time employees and the employee paying 35% of the premium. Annually, in the event of a rate increase, the rate increase shall be allocated based on the current contribution rate of 65% County and 35% employee paid.
- B. Health care coverage is based on a calendar year (January 1 – December 31). Rates for the ensuing calendar year for the Association shall be effective upon approval of the Board of Supervisors, but no earlier than the pay period containing December 1. Beginning with the 2014 plan year, premiums for health insurance plans will be unblended.

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

- C. For part-time employees, hired on or after September 7, 1991, the County will

contribute a prorated share of the costs listed as specified in Article 9 Section 1.A. The sum of the County and employee contribution shall constitute full payment, excluding deductibles, co-payments and other fees and charged as specified in the Plan.

- D. For purposes of this Article, a full time employee is defined as an employee in an allocated position whose regular work schedule on an ongoing basis is eighty (80) hours of work in each pay period; a part-time employee is defined as an employee in an allocated position whose regular work schedule on an ongoing basis is less than eighty (80) hours of work in a pay period.
- E. In order to be eligible for a County health care contribution, except as otherwise required by law, a full-time employee must be in paid status. The employee must receive pay from work hours, compensatory time off, vacation or sick leave in accordance with paragraph 4 above. An employee who is receiving Worker's Compensation Temporary Disability shall be eligible for continuation of the County's Contribution until such time as eligibility for Worker's Compensation Temporary Disability ceases.
- F. An employee who ceases to be eligible for County Contributions must pay directly to the Risk Management Division 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.
- G. The County will not contribute toward the cost of any plan other than those specifically sponsored by the County.
- H. Health Plan Benefits are described in the Specific Plan Documents.

## **Section 2. Enrollment**

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

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

### **A. Terms and Conditions**

County sponsored medical plan coverage starts the first day of the month following date of hire and ends the last day of the month of termination of employment. Health Plan coverage shall be in accordance with the provisions of the Plan. Employees

who retire or who separate from County service may, at their own expense, continue to be enrolled in the County sponsored plan in accordance with provisions of the plan or as provided by law.

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

#### **B. Patient Protection and Affordable Care Act**

The parties acknowledge that the Federal Patient Protection and Affordable Care Act ("PPACA"), its current and future related regulations and California law developed in response to the PPACA may create new requirements for the County and employees during the term of this Agreement.

### **Section 3. Optional Benefit Plan**

The County shall provide each eligible full-time employee a contribution of \$171.17 each twenty-four (24) pay period towards the purchase of benefits included within the Optional Benefit Plan. The County agrees to make this contribution to each employee's Optional Benefit Plan Account each of the twenty-four (24) payroll periods in which the employee is in a pay status for the full pay period or is on an approved leave of absence where they are receiving pay from vacation or sick leave for at least sixteen (16) hours in a pay period. The County shall not make any contribution for employees not in an approved leave status or receiving less than sixteen (16) hours of pay. Employees receiving less than sixteen (16) hours of pay per pay period and therefore not eligible for a County contribution shall pay the total contribution necessary to continue health and dental benefits. The payment is to be made payable to the El Dorado County and provided to the Risk Management Division.

These benefits are specifically defined in the Optional Benefit Plan. Provisions generally include the following:

- A. El Dorado County Health Care Account - Eligible employees may elect to receive medical and dental benefits under the County Optional Benefits Plan.
- B. Supplemental Life Insurance - An employee eligible under this section may use the Optional Benefit Plan to purchase additional life insurance subject to the provision of the Optional Benefits Plan and respective life insurance plans.
- C. Dependent Care - An employee eligible under this section may use the Optional Benefit Plan for reimbursing dependent care expenses subject to the provisions of the Optional Benefit Plan.
- D. Un-reimbursed Health Care - An employee eligible under this section may use the Optional Benefit Plan to establish an account for reimbursing uninsured health care

expenses subject to the provisions of the Plan.

- E. Cash - An employee eligible under this section, who has elected to receive the employee's optional benefit or portion thereof in cash, may receive cash, which is taxable income, subject to the provision of the Plan.

#### **Section 4. Vision**

The County will maintain a vision care component for employees and their dependents that are enrolled in a County sponsored Health Plan specific to DSA that does not have a vision component. Benefit entitlements shall be those provided with each respective plan.

#### **Section 5. Employee Assistance Program**

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

#### **Section 6. Retiree Health Contributions**

Retiree Health Contribution - Effective January 1, 2001 and subject to the provisions of the Retiree Health Benefits Contribution Plan Document, an employee who retires from County service after January 1, 1999, and who has attained a cumulative total completed years of service (excluding extra help service and provisional) with the County of El Dorado as specified below, shall be entitled to the percentage monthly contribution of the "employee only" medical coverage rate not including dental or vision. The percentage contribution is 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. Retiree health contribution rates will be recalculated annually on a calendar year basis effective January 1 of each calendar year.

In lieu of the above and until December 31, 2002, retiring employees with twenty (20) or more years of service with the County of El Dorado shall have a one-time irrevocable option to elect four (4) years of contributions, at the Blue Shield employee-only rate, towards a County-Sponsored Health Plan or Alternate County-Sponsored Health Plan in which the retiree is otherwise eligible to enroll.



Retired employees have the option to include eligible dependents at additional cost. Employees retiring under this provision will be eligible to enroll in another health plan of their choice, other than the plans offered by the County, and have the 4 years of the employee-only rate premium paid by the County of up to the amount of the Blue Shield employee-only premium rate. The County would reimburse the employee for the premium of the outside health plan on the employee's behalf.

Retiree Health Insurance shall be discontinued for all newly hired employees effective the first full pay period following approval by the Board of Supervisors effective January 19, 2010.

## **ARTICLE 10 Retirement**

### **Section 1. Safety Retirement**

Safety Tier 1 - Retirement benefits for safety employees hired prior to October 5, 2012, shall be calculated using the retirement formula of 3% @ 50, with Single-Highest Year Final Compensation.

Safety Tier 2 - Retirement benefits for safety employees hired on or after October 5, 2012 shall be calculated using the retirement formula of 2% @ 50, with Average of Three-Year Final Compensation.

Safety Tier 3 - Effective January 1, 2013, new safety members to the CalPERS system shall have retirement benefits calculated using the retirement formula of 2.7% at age 57, with Average of Three-Year Final Compensation. The County shall endeavor to comply with the PEPRA pension reform statute.

### **Section 2. Retirement Issues**

The County will maintain 1959 Survivor Benefits, Level 4 pursuant to Government Code §21382.5. Each employee shall contribute the employee's contribution as required by CalPERS.

### **Section 3. CalPERS Contribution**

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

Safety Tier 3 pays fifty percent (50%) of the normal cost of their pension to the extent required by law.

### **Section 4. CalPERS 414(h) (2) Pickup**

The County agrees to continue the provisions contained in IRS 414(h) (2)



(commonly called in California "CalPERS Pickup"). This program involves the employee's CalPERS contribution being shown for tax purposes only as an employer's contribution. This program will only stay in effect as long as IRS 414(h)(2) is an approved IRS program, and shall be amended to reflect the CalPERS pick-up in Section 3 above.

## **ARTICLE 11 Holidays**

### **Section 1. Official County Holidays**

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 12 - Lincoln's Birthday\*
4. February (Third Monday) -Washington's Birthday
5. May (Last Monday) - Memorial Day
6. July 4- Independence Day
7. September (First Monday)- Labor Day
8. October (Second Monday)- Columbus Day\*
9. November 11 - Veteran's Day
10. November- Thanksgiving Day
11. November- Friday after Thanksgiving
12. December 24 - Christmas Eve

(When December 25 falls on a Thursday, December 26, the day after Christmas, shall be observed as a County holiday in lieu of Christmas Eve).

13. December 25 - Christmas Day

\* Floating Holiday- In Lieu of Lincoln's Birthday

Regular employees who are not part of 24 hour coverage and/or do not receive pro-rated holidays in accordance with Section B. or C., below, shall be entitled to up to eight (8) hours of holiday time. This time will be credited the first full pay period in July of each year. This floating holiday shall be taken at a time agreeable to both the employee and the appointing authority. Part-time employees shall receive this holiday time on a pro-rated basis.

February 12, Lincoln's Birthday, will not be considered a holiday for payroll purposes. This floating holiday must be used within one year of accrual and is not subject to the payoff provisions. Any unused floating holiday time will be lost.

\* Floating Holiday - In Lieu of Columbus Day

Regular employees who are not part of 24 hour coverage and/or do not receive pro-rated holidays in accordance with Section B., or C., below, shall be entitled to

up to eight (8) hours of holiday time. This time will be credited the first full pay period in July of each year. This floating holiday shall be taken at a time agreeable to both the employee and the appointing authority. Part-time employees shall receive this holiday time on a prorated basis.

Columbus Day will not be considered a holiday for payroll purposes. This floating holiday must be used within one year of accrual and is not subject to the payoff provisions. Any unused floating holiday time will be lost.

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.

## **Section 2. Alternate Days**

If a holiday falls on a Sunday, the following Monday shall be observed as the holiday in lieu thereof. If a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday in lieu thereof. In years in which December 24th falls on a Sunday, the County shall also observe December 26th as holiday (Tuesday). In years in which December 25th falls on a Saturday, the County shall also observe December 23 as a holiday (Thursday). Except as otherwise specified in B above 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 in 1992.

## **Section 3. Pay Status**

- A. Regular employees shall be entitled to take all authorized holidays at their base pay, including longevity, not to exceed (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 percentage of full time hours worked during the biweekly pay period which includes a holiday.
- B. 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. Effective 1993, the number of holidays for which employees may receive holiday pay shall increase to 13. No other observance shall be recognized by the County.
- C. 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's Office at the time of such transfer. Employees must be in a paid status in the pay period in order to receive this prorated holiday pay.

- D. Employees in the Bargaining Unit, (other than those assigned to 24-hour

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

- E. Once made, an employee may not change his/her election during the calendar year. Employees who choose to receive Holiday pay in lieu of designated days off may be reassigned to other work sites and perform other duties as required.
- F. Employees assigned to 24-hour coverage posts will continue to receive Holiday pay in lieu of having the official County holidays as designated days off.
- G. For employees in the Unit whose work schedule is not part of 24 hour coverage, and the employee works an alternative work schedule, a holiday falling on an employee's day off will not be counted as hours worked for purposes of overtime.

## **ARTICLE 12 Closures of County Buildings**

### **Section 1. Authorization**

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

- A. Any and all twenty-four (24) hour, seven (7) day a week facilities and/or operations are exempt from Article 12, Section 1.
- B. Employees whose buildings have been temporarily closed may be reassigned to work sites in the same geographical area.
- C. Regular County employees scheduled to work, but who are directed to 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 re-open 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, when no alternative work site is designated, those regular employees who are required to work as part of our

essential services, as defined by the Chief Administrative Officer, would receive compensation at the overtime rate of time and one half (1 ½) for those hours actually worked during designated closure.

- F. Those employees who are on scheduled vacation, compensatory time off, sick leave, or any other paid leave during a designated closure would not be affected by the closure.
- G. Should the closure of a County facility last longer than five (5) working days, the County reserves the right to temporarily reassign employees outside the employee's geographical area. In the event of reassignment outside the employee's geographical area, the employee may, at the employee's request, utilize accumulated vacation and/or compensatory time off in lieu of reassignment unless the Chief Administrative Officer makes a finding that the employee's services are essential to the continued operation of the County.

### **ARTICLE 13 Vacation**

Unit employees receive vacation benefits consistent with the provisions of Personnel Rules as summarized below.

#### **Section 1. Accumulation Earned**

- A. Under four years employment: .03875 per hour on pay status (3.1 hours earned per full pay period paid).

Maximum accumulation of 240 hours.

- B. Between the fourth & eleventh years: .05875 per hour on pay status (4.7 hours earned per full pay period paid).

Maximum accumulation of 320 hours.

- C. Over eleven years: .0775 per hour on pay status (6.2 hours earned per full pay period paid).

Maximum accumulation of 320 hours.

#### **Section 2. Limitations**

- A. Vacation time may not be taken until after thirteen (13) biweekly pay periods of continuous service.

- B. Extra-help or other employment time may not count toward the required

continuous service for vacation benefits.

#### **ARTICLE 14 Catastrophic Leave Donation Program**

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

- A. To be eligible for this benefit, an employee must have been employed by the County for one (1) continuous year and worked no less than 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 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 works to 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 month must be forwarded to the supervisor before any action will be taken. The supervisor will forward the written request and verification to Human Resources.
- B. An employee's supervisor may take the initiative to request leave donations for an eligible employee. The recipient must consent, and all necessary documentation must be provided.
- C. Human Resources will ensure the requestor is eligible to receive catastrophic leave donations. Upon approval, Human Resources 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 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-hour increments. Employees may donate up to an annual maximum donation of sixteen (16) hours to any one 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 proportional 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 15 Sick Leave**

Each Department Head is charged with the responsibility of administering sick leave within the department consistent with applicable practices and policies adopted by the County.

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

### **Section 1. 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.

### **Section 2. Eligibility**

No regular employee shall be entitled to sick leave with pay until the employee has two (2) biweekly pay periods of continuous service with the County.

### **Section 3. Verification**

- A. Departments may request information in order to aid in the determination of whether the sick leave use is legitimate. A Department Head may require a physician's statement or acceptable substitute from an employee who applies for sick leave, or make whatever reasonable investigation into the circumstances that appears

warranted before taking action on a sick leave request.

- B. Departments may require a prescribed affidavit or medical report form. When an employee is absent for longer than ten (10) consecutive working days, the employee will be required to submit a statement from the employee's physician releasing the employee for normal duty.
- C. Suspected sick leave abuse may be addressed as follows:
  - 1. If an employee who has taken sick leave is suspected of abuse, the Department may institute an investigation. Based upon the results of that investigation, appropriate action will be taken.
  - 2. The County may request that the employee provide a physician's statement, as authorized by law, or acceptable substitute during an absence if the employee receives notice prior to returning and the absence is longer than three days. However, if an employee has a record of excessive sick leave use, or if the employee's leave use is suspect, the County may require a physician's letter or other acceptable substitute before authorizing future sick leave usage. Examples of excessive sick leave usage might include but are not limited to:
    - a) Documented misuse, or;
    - b) In excess of six (6) individual unapproved uses of sick leave in a twelve (12) month period, or
    - c) More than four (4) uses of sick leave in conjunction with vacation and/or holidays in a twelve (12) month period.

Each use of sick leave may last one 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 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. When an employee has been determined to have used sick leave for illegitimate purposes, the County may recover such funds.

- E. Each Department Head shall maintain complete current records of sick leave and vacation time accumulated and taken by each employee.

#### **Section 4. Incapacity to Perform Duties**

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

#### **Section 5. Payment for Unused Sick Leave**

- A. 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.

1. Employees with over 5 years of service:  
Shall receive 20% of their unused sick leave paid.
2. Employees with over 10 years of service:  
Shall receive 40% of their unused sick leave paid.
3. Employees with over 15 years of service:  
Shall receive 70% of their unused sick leave paid.
4. Employees with over 20 years of service:  
Shall receive 100% of their unused sick leave paid.

- B. Effective January 1, 2002, only employees who retire from County service and pursuant to CalPERS may be eligible for payment of unused sick leave pursuant to paragraph A above.

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

- C. The County agrees to secure a CalPERS actuary on sick leave conversion to service credit. Once the actuary is received and reviewed by the Board of Supervisors, the County agrees to discuss sick leave conversion with the Association during the term of this Agreement.

## **ARTICLE 16 Tuition Reimbursements for Accredited Academic Courses**

### **Section 1. Employee-Requested Courses**

#### **A. 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.

#### **B. Requirements for Partial Reimbursement of Tuition:**

1. 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.
2. 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.
3. The employee's attendance at the course will not interfere with the employee's normal duties, responsibilities or work hours.
4. 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 employee's termination.
5. Requests for reimbursement shall be submitted to the County and approved prior to the commencement of the course in question.

#### **C. Limitations**

1. In order for requests to be granted, the department must determine funds for tuition reimbursement are available in the departmental budget.
2. 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.)
3. The County shall limit its reimbursement to the amount not reimbursed to the employee by some other source not to exceed fifty percent (50%) of the actual cost of the tuition fee as defined in C.2.
4. Nothing shall prohibit the County from placing a reasonable dollar limit on tuition reimbursement which may be received by an employee in one

fiscal year.

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

## **Section 2. 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. 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.

## **ARTICLE 17 Days and Hours of Work**

### **Section 1. Work Schedules**

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

The County agrees to assign employees to a regular work schedule that the County may change at the County's discretion. An employee's regular schedule shall include consecutive days off. Except as described in Section 3 below, the County agrees to give employees a minimum of fourteen (14) working days advance notice of work schedule changes.

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.

### **Section 2. Rest Periods**

Employees shall be allowed a rest period of fifteen (15) minutes during each four (4) hour period. 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 accumulative and if not taken during the four-hour period are lost. Rest periods, if not taken, are lost and may not be accumulated to extend rest periods or to shorten the work day. Neither shall any additional pay accrue to an employee who misses or loses a rest period.



### **Section 3. "4850" Absences and Light Duty Assignments**

If an employee is on "4850" time for longer than one pay period and has elected "Holidays Off", the County may change designation to "Holiday Pay" election and pay holiday pay.

Notwithstanding Sections 1 or 2, upon return from "4850" time, if placed in "light duty" status by a competent medical professional, the County has the option to assign the employee to either a 4/10 or 5/8 work schedule, and to set the work week, depending on the needs of the County. When the employee is released to normal duty status by a competent medical professional, the employee will return to the work schedule held prior to beginning "4850" time.

Employees provided a modified schedule as an accommodation for a qualified "4850" injury, shall be allowed to schedule and attend with supervisor approval any "4850" related medical appointment during scheduled work hours.

### **ARTICLE 18 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 Chief Administrative Officer according to the following policy:

#### **Section 1. Damage to Uniforms and Privately Owned Safety Equipment**

- A. 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.
- B. Value: Value of items damaged beyond repair will be computed on the depreciated value at the time of damage.

#### **Section 2. Privately Owned Safety Equipment**

- A. Risk: Officers electing to carry their own equipment do so at their own expense and risk.
- B. Maintenance: The Department will not repair or maintain privately-owned equipment except as provided for in this policy.
- C. 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.

### **Section 3. Replacement Cost**

When a member elects to substitute privately owned equipment for a similar item or items available through the 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.

- A. Expensive Personal Items: Uniform damage claims for expensive personal items are subject to reimbursement at an amount less than the replacement cost.
- B. Claims: Claims for items not within the intent of this policy will not be allowed.
- C. Receipts: In order to account for use life, officer will keep cost of receipt of all uniform purchases which he must keep on file, and he must furnish to the Department upon its request.
- D. Negligence: No reimbursement if cause by negligence on the part of the employee.

### **Section 4. Procedure for Reimbursement: Uniforms and Privately Owned Equip.**

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.

Filing of Claim: The unit employee who has sustained damage or loss of covered equipment or uniform shall submit a written claim to his 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.

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 on the back of the form. Claims for over \$25 must be approved by the Chief Administrative Officer

### **Section 5. 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.

## **Section 6. Repair Invoice 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.

## **Section 7. Amortization**

- A. Divide the replacement cost by the useful life, which determines the monthly rate.
- B. Multiply the monthly rate by the number of months since purchased.
- C. Subtract results obtained in step 2 from the replacement cost.

## **Section 8. Amortization Table**

Boots	36 months
Cap	36 months
Citation Book Holder	48 months
Coat, Cold Weather	48 months
Glasses, Prescription (Orig. Cost, Must use ins. Funds if available)	24 months
Glasses – Sunglasses (Not to exceed \$50)	24 months
Gloves	36 months
Jacket, Lightweight	48 months
Jacket, Wool	60 months
Duty Service Weapon	Indefinite
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

## **ARTICLE 19 Reductions in Force**

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

## **Section 1. Policy**

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

## **Section 2. Procedure for Permanent Layoffs**

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

- A. The Human Resources Department, with the assistance of the affected department, determines the individuals to be laid off for the initial classification in which a layoff is to occur and for succeeding lower level if displacement by bumping (demoting in lieu of layoff) is anticipated in accordance with this Article according to retention points. A list of the classifications deleted along with the names and total retention points of employees in those classes shall be posted in the affected department and a copy mailed to the Association's current address. It is the Department Head's responsibility to insure posting.
- B. Layoffs are made within the department involved and are not Countywide.
- C. Written notice of layoff shall be served on affected employees in person or by certified letter mailed to the last address on file with the Human Resources Department. Notice will be served or mailed no later than thirty (30) calendar days prior to the effective date of separation. The thirty (30) calendar days shall include the effective date and the date served. Notice shall be deemed served upon the postmarking and logging of the certified letter by the County's mail room or upon personal serving of the notice to the individual.
- D. The written layoff notice shall include the effective date of the separation (layoff), the reasons for the layoff, displacement (bumping) rights, if any, rehire or re-promotion rights and the appeal rights. Such notice shall also set a specific deadline of not less than five (5) working days for when the affected employee must notify the Human Resources Department that they will be exercising their displacement rights.

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

A. Layoffs will be determined based on an inverse order of retention points computed as per provisions listed below by the classification within the individual department. In cases when two or more employees are tied with the same number of retention points, the department head shall make the determination of which employee shall be retained. Any required reduction in the number of employees shall be in the following order within the same classification:

1. Extra-help
2. Probationary employees serving an initial probationary period
3. Regular permanent full-time and part-time employees.

A full time employee shall receive one half (%) point for each full month of continuous service as regular County employee in his classification and higher classifications, including probationary time but excluding time as extra-help, or contract employment. Part time employees shall receive a proportional amount of longevity points. Less than a full month of service shall be prorated. It does not include service prior to employment interruptions caused by resignation, dismissal, or transfer to extra-help status. It does include periods covered by authorized leaves of absences and such service accrued before a previous layoff.

### **Section 4. Layoff Privileges**

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

#### **A. Displacing in a Lower Class**

An employee affected by layoff may, at his/her discretion, in lieu of layoff, displace an employee in a class previously held by the employee. Retention point computation for displacement purposes are made as determined for the original layoff. This is considered a voluntary demotion.

#### **B. Layoff Eligible List**

Re-employment and re-promotion shall be in inverse order of layoff. Names of employees with permanent status who have been laid off will be placed on an appropriate layoff reinstatement list for their classification and department in order of Retention Points for a period of two (2) years.

Re-promotion lists shall be in effect for three (3) years. This list shall be maintained in the Human Resources Department. Three refusals to accept re-employment from a departmental layoff list (or re-promotion list) will remove the eligible individual's



name from that list unless the offer of re-employment is in excess of twenty-five (25) miles from the geographical location of the position from which the employee was laid off.

A person notified of an offer of re-employment must respond within ten (10) working days from the mailing date. Offers of re-employment shall be sent by first class mail to the last address on file in the Human Resources Department. It is the employee's responsibility to insure that a current address is provided to the County Human Resources Department.

#### C. Transfer and Demotion

Employees to be laid off may be permitted to transfer or demote at the discretion of the appropriate department head(s) prior to the layoff effective date. Transfer or demotion may be made to any funded vacant position where the duties of which, in the judgment of the department head and Director of Human Resources, they are capable of performing. However, transfer will not be permitted to a position in another County department if a departmental layoff list exists for that class. When an employee transfers or demotes in accord with provisions of this Article and is required by the department head to complete a new probationary period, which results in his rejection during probation, he shall not be required to forfeit his status on any layoff list.

#### D. 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.

#### E. Employment Interviews

Department heads that are referred the names of individuals designated for layoff and who have requested transfers shall personally insure that such persons are provided an employment interview.

#### F. Status on Re-employment

An employee who has been laid off or voluntarily reduced under the provisions of this Article and subsequently re-employed in their former classification within a two(2) year period from the date of his/her layoff or voluntary reduction shall receive the following considerations and benefits:

1. All sick leave credited to the employee's account when laid off shall be restored, unless the employee received compensation for such sick leave at the time of the layoff.

2. All Retention Points held upon layoff shall be restored.
3. All prior service shall be credited for the purpose of determining sick leave and vacation earning rates, and time in step.
4. The employee shall be placed on the step of the salary range that was held at the time of the layoff.

#### **G. Meet and Confer**

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

#### **Section 5. Deviation from Retention Points**

The Board of Supervisors may approve deviations from the order of layoff by retention points or demotions in lieu of layoff (bumping) when seniority along would result in retaining employees unable to maintain a satisfactory level of performance in the department affected. In such cases, the department head shall fully justify and document the reasons therefore. The affected employees shall be provided a written notice of the department's request, reasons therefore and the date the Board of Supervisors shall consider the department's request.

#### **Section 6. Appeal of Layoff**

Permanent employees laid off shall have the right to appeal such layoff. The scope of appeal shall not include such issues as the need for layoff, the reasons for layoff, or the exercise of other County prerogatives involved in layoff. The issues of such appeal shall be limited only to whether or not there was compliance with the procedures herein prescribed in this Reduction in Force Article. The appeal process shall be as contained herein only.

- A. A notice of appeal shall be filed in writing with the Clerk of the Board of Supervisors within ten (10) working days after the date of service of the notice of layoff as provided in Sub-Section B.3. The notice of appeal shall state the employee's reasons for the appeal, but a notice of appeal based on reason(s) not appealable under this Section F shall not be effective for any purpose.

The Clerk of the Board shall forward the appeal within five (5) working days to the Secretary of the Civil Service Commission. A copy of the notice of appeal shall immediately be served by the employee on the Human Resources Department, and if the Human Resources Department ascertains that another employee would be adversely affected if the appealing employee should prevail, the other employee may be made an additional party to the

proceedings, and shall be promptly notified. The Human Resources Department shall also notify the appealing party and the Civil Service Commission of the name of any employee made an additional party to the proceedings under this Section. The failure to file an appeal in the time provided in this Section or the failure to appear at the subsequent hearing shall constitute a waiver of the right to appeal, and layoff of the appealing party shall be final.

- B. Upon receipt of a notice of appeal the Executive Officer to the Civil Service Commission will establish a hearing date. The date shall not be more than twenty (20) regular business days from the date of such receipt except by agreement of all parties concerned. The secretary to the Civil Service Commission will give at least five (5) working days written notice of the time and place of the hearing to the employee and the person making the charges. The Commission members shall receive copies of all documents submitted by the appealing party and the County in response.
- C. 3. All hearings regarding layoffs are public. All parties have the right to produce evidence and be represented by counsel. The hearing will be informal, and the Civil Service Commission is not bound by any of the rules of evidence governing trial procedure.
- D. The jurisdiction of the Civil Service Commission is limited to the issue of whether or not there was compliance with the procedures herein prescribed in this Reduction in Force Article.

## **ARTICLE 20 Appeals of Disciplinary Actions**

An employee in this unit, having obtained Civil Service status, shall have the right to appeal pursuant to Government Code Section 3300 et seq. a termination, demotion in class or salary step, or suspension without pay. Such appeal shall be in accordance with the provisions of Personnel Rule Part 12.

An employee may appeal any other disciplinary action recognized under Government Code Section 3300 et seq. to the Sheriff or the Sheriff's designee within ten (10) calendar days of receiving written notice of the disciplinary action. The Sheriff or Sheriff's designee shall provide an appeal consistent with *Lubey v. City and County of San Francisco* (1979) 98 Cal.App.3d 340.

## **ARTICLE 21 Grievance Procedure**

### **Section 1. Intent**

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

employees.

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

- A. A grievance is a claimed violation, misapplication or miss-interpretation 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. Specifically, excluded from the scope of grievances are:
  - 1. Subjects involving the amendment or change of Board of Supervisor resolutions and ordinances, which do not incorporate the provisions of this 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, suspensions without pay which fall under the County's Appeal Procedure.

## **Section 3. Definitions**

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

## **Section 4. Grievance Procedure Steps**

### **A. Informal Discussion**

Every effort should be made to settle grievances at the lowest level of supervision possible. If an employee has a complaint relating to a work situation, the employee is encouraged to request a meeting with his/her immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively toward settlement. Such discussion shall occur within ten (10) working days of the incident or occurrence giving rise to the complaint. The immediate supervisor shall respond informally within ten (10) working days.

## B. 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.

### 1. Immediate Supervisor

An employee may formally submit a grievance to the immediate supervisor within fifteen (15) working days from the date of the supervisor's informal decision or if the informal discussion has not taken place ten (10) working days from the date of the incident or occurrence giving rise to the complaint. Such a written grievance, signed by the employee, shall set forth the facts at issue, the relief sought and the time of the occurrence of any alleged incident or violations precipitating the grievance. The supervisor shall respond in writing within ten (10) working days after receiving the grievance. If the grievance is denied, the reasons for this denial shall be given in the supervisor's response. This response shall contain the position to which the next level, either intermediate supervisor or Department Head, the employee grievance should be addressed.

### 2. Intermediate Supervisor

If the grievance is not resolved by the written decision of the immediate supervisor and if there is an intermediate level of supervision below the department head, the grievant may, within five (5) working days after the date of the supervisor's decision, file a written appeal to the intermediate supervisor who shall respond in writing within ten (10) working days. If the grievance is denied, the reasons for denial shall be given in the supervisor's response. This response shall contain the position to which the next level of employee grievance should be addressed.

### 3. Department Head

If grievance is not resolved by the written decision of the supervisor(s), the grievant may submit in writing within five (5) working days after the date of the supervisor's written decision his/her grievance to the department head. The department head shall conduct such meeting(s) with the employee; informal hearings and investigations as are appropriate in his/her judgment and deliver to the grievant a written decision within ten (10) working days. If the grievance is denied, the reasons for denial shall be included in the response.

### 4. Director of Human Resources or Designee



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

## 5. Final Resolution

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

## C. Basic Rules

### 1. 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.

### 2. Time Limits

If a grievant fails to carry his/her grievance forward to the next level within

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

### 3. Representation

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

## **ARTICLE 22 Promotional Examinations**

The County agrees that all promotional exams will be posted for a minimum of thirty (30) calendar days prior to the giving of the examination.

After the testing has been completed and scores arrived at, all applicants will be awarded ¼ point for each full year of service with the El Dorado County Sheriffs' Office. That total will be added to the raw score of each applicant and a total score then developed.

## **ARTICLE 23 Promotional Appointments**

Based upon final scores, the top five candidates plus any additional candidate(s) having the same whole number score as the fifth candidate shall be certified to the Sheriff for final selection interviews. When certification is made from the eligible list to the Sheriff, the names on the list shall be in random order and shall not be in order of placement on the eligible list. The Sheriff shall appoint the most qualified applicant from among the certified candidates to any opening to Sergeant or Lieutenant. The Sheriff shall include in his/her selection consideration of education, experience and training as well as initiative, communication skills, interpersonal skills, dependability, and knowledge of law enforcement practices and procedures.

## **ARTICLE 24 Snow Equipment**

The County agrees to provide snow equipment to all officers. Snow equipment shall include snow gloves, hats, jackets, and boots.

## **ARTICLE 25 Committee on Drug Free Workplace and Drug Testing**

### **Section 1. Drug Free Workplace**

The County and Association agree that they are committed to providing and maintaining a drug free work place in accord with the Drug Free Work Place Act of 1988. It is understood that the unlawful manufacture, distribution, dispensing, possession or use of drugs and/or alcohol is prohibited in 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 unless required as a part of an official duty. Reasonable effort will be made to inform employees about the dangers of drug abuse in the work place, the availability of any counseling or rehabilitation, as well as the Employee Assistance Program, and that disciplinary action may be imposed upon employees for drug abuse violations occurring in the work place or affecting work performance. The Parties shall discuss the adoption of a reasonable suspicion drug testing policy during the term of this Agreement.

## **ARTICLE 26 Meals**

The County shall provide meals to those Deputy Sheriffs assigned to transportation at a correctional facility in accordance with meal policies established for authorized Correctional Officers.

## **ARTICLE 27 Mileage Reimbursements**

An employee who is required to use the employee's personal vehicle for County business shall be reimbursed at the federal rate as determined by the Internal Revenue Service.

## **ARTICLE 28 Full Understanding, Modification, Waiver**

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, including the attached side letter addressing Sheriff's Department Jail Transportation Unit dated October 24, 2005. 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 as appropriate.

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

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 29 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 of El Dorado. The Association agrees that under no circumstances will the Association recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, slowdown or picketing (hereinafter collectively referred to as work stoppage) in any office or department of the County, nor to curtail any work or restrict any production, or interfere with any operation of the County.

Nor will this organization recognize the strike or job action of any organization or engage in any sympathy strike by recognizing the strike, job action or picket lines of any other organization.

In the event of any such work stoppage by any member of the bargaining 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 Association or by any member of the bargaining unit, the Association 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 Association had not otherwise authorized, permitted or encouraged such work stoppage, the Association shall not be liable for any damages caused by the violation of this provision. However, the County shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the County shall have the right to seek full legal redress, including damages, as against any such employee.

### **Section 1. Job Action - Sick Outs**

#### **A. Amending Personnel Rule 1404**

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

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have abated.

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

### **ARTICLE 30 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 31 Recognition**


The County hereby confirms its prior certification of the Association as the recognized employee organization for the employees in the Association as defined in the County's Employer/Employee Relations Policy. The County agrees to meet and confer and otherwise deal exclusively with the Association on all matters relating to the score of representation pertaining to the said employees as provided under the County's Employer/Employee Relations Policy and authorized by law.

### **ARTICLE 32 Economic Hardship Reopener**

At any time after the effective date of this MOU, upon thirty (30) calendar days written notice to the Association, 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

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

Date \_\_\_\_\_

  
\_\_\_\_\_  
Erin Hane  
Human Resources Manager

Date 7/28/15

  
\_\_\_\_\_  
Brian Veerkamp, Chairman  
Board of Supervisors

Date 7/28/15

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

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

Deputy Sheriff Association (DSA)

  
\_\_\_\_\_  
Todd Crawford, President

Date 7/28/15

  
\_\_\_\_\_  
Mark Salvo

Date 07/28/15

Dated October 24, 2005.

Letter of Understanding in regard to Sheriff's Jail Transportation Unit.

October 24, 2005

LETTER OF UNDERSTANDING AMENDING  
THE AGREEMENT BETWEEN THE COUNTY OF  
EL DORADO  
AND  
THE EL DORADO COUNTY DEPUTY SHERIFFS' ASSOCIATION (DSA)  
REPRESENTING EMPLOYEES IN THE LAW  
ENFORCEMENT (SA) BARGAINING UNIT

This letter memorializes the agreement between the County of El Dorado, the County's Sheriff's Department and the El Dorado County Deputy Sheriffs' Association (DSA), representing employees in the Law Enforcement (SA) bargaining unit to amend the Memorandum of Understanding (MOU) under the terms of December 12, 2000 to December 31, 2007. The amendment to the MOU is as follows:

All parties support the need to improve the efficiency and effectiveness of the Department's Jail Transportation Unit, while ensuring the safety of the Department's employees and the members of the general public. In anticipation of the proposed construction of a new court facility adjacent to the existing Placerville Jail facility, and of the construction of a secured corridor connecting both structures, the above parties agree to restructure the Sheriff's Department's Jail Transportation Unit, as follows:

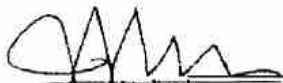
- (1) The Sheriff's Jail Transportation Unit, upon completion of a designated transitional phase, will be maintained as a "blended" unit staffed by both Deputy Sheriff and Correctional Officer personnel
- (2) Correctional Officer personnel shall be integrated into the Jail Transportation Unit (JTU) over a transitional period of eighteen (18) months;
- (3) Deputy Sheriff personnel assigned to the JTU on or before January 1, 2005 shall assist the Department in the training of Correctional Officer transportation personnel, and shall not be removed from assignment (unless for disciplinary purposes and consistent with 3300 G.C. and DSA MOU) to the JTU prior to January 1, 2007. During the transitional period, Deputy Sheriff personnel assigned to the JTU will be encouraged by all parties to seek reassignment opportunity to other departmental positions for which they might be qualified. Subsequent to that date, reductions in staffing shall be made by the Sheriff on the basis of departmental time in service, with the reassignment of least senior personnel first, and subject to the minimum staffing levels contained in this agreement;

- (4) Correctional Officer personnel will receive adequate training as determined by 832 Penal Code and departmental standards to safely assume responsibility for both the internal and external movement of jail inmates between the Placerville Jail facility and other locations both inside and outside of El Dorado County boundaries;
- (5) Correctional Officer personnel, once trained, shall assume primary responsibility for securing and maintaining jail inmates who are admitted to hospital or psychiatric care facilities;
- (6) Deputy Sheriff personnel shall maintain primary responsibility for external transportation of jail inmates to and from all of the following: local court facilities, places of medical and dental appointment, psychiatric treatment facilities, state prisons, federal penitentiaries, and all other court buildings, agencies or facilities inside or outside the County of El Dorado;
- (7) Deputy Sheriff personnel will maintain primary responsibility for transportation of jail inmates between the Placerville and South Lake Tahoe Jail facilities;
- (8) Correctional Officer personnel shall be deployed to external transportation duties, both within and outside the County of El Dorado, when accompanied by a Deputy Sheriff assigned to the same transportation detail;
- (9) In the event of exigent circumstances, the Sheriff or his designee may direct a particular transportation detail be completed by paired Correctional Officer personnel, without the requisite deployment of an accompanying Deputy Sheriff;
- (10) For the purposes of this agreement, "exigent circumstances" shall be defined as immediate, abnormal and unanticipated operational needs requiring the deployment of personnel above normal staffing levels, and for duties that may not effectively be rescheduled to another date or time. The need for overtime to manage an operational need shall be considered an "exigent circumstance";
- (11) Deputy Sheriff personnel assigned to work within the JTIJ shall be supervised only by a full-time, sworn sheriff's officer of superior rank;
- (12) Upon completion of the transitional phase, a designated number of sworn Deputy Sheriffs shall be maintained within the JTIJ as necessary to carry out the duties identified within this agreement. In any case, no fewer than three (3) sworn Deputy Sheriffs will be actively assigned to the unit;
- (13) For the purposes of this agreement, one of the three positions as set forth under Section 12 may be filled by a sworn Sheriff's Sergeant, designated

as a "working supervisor";

- (14) Provisional ("extra help") Deputy Sheriff personnel shall not be considered in calculating minimum staffing levels as set forth under Sections 12 and 13;
- (15) In the event the department, as the result of employee retirements, separation from county service, promotion or voluntary transfer from the JTU, cannot maintain minimum staffing levels as specified herein, the Sheriff shall replace positions formerly held by Deputy Sheriff personnel with Correctional Officer personnel, subject to the all of following requirements:
- (a) The Department responds to such vacancy of position by the reasonable announcement and posting of application for the vacant position to other Deputy Sheriff personnel, consisting with the established selection policy;
  - (b) Said application period is open for a minimum of thirty days;
- and,
- (c) No qualified Deputy Sheriff employee submits an application for assignment to the JTU during the application period.

COUNTY OF EL DORADO

  
John Narloch,  
Interim Director of Human  
Resources

EL DORADO COUNTY

Don Atkinson, President

  
Jeff Nevels, Sheriff