

**AMENDMENT #4 TO THE 2017 - 2021  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TUOLUMNE COUNTY ATTORNEY'S ASSOCIATION  
AND  
THE COUNTY OF TUOLUMNE**

The County of Tuolumne and the Tuolumne County Attorney's Association hereby agree to amend the following conditions and terms of the 2017 - 2021 Memorandum of Understanding between the Tuolumne County Attorney's Association (herein after "Attorney's Association") and the County of Tuolumne (herein after "County").

1. The County and the Attorney's Association agree to amend Article 3. Salary Adjustments to read as follows:

Section (1): Effective June 21, 2020, all classifications contained in this Memorandum of Understanding shall not receive the equity adjustment nor COLAs for the pay period with July 1, 2020, and through June 19, 2021. The final pay range upon which all salary is paid during this MOU shall be the pay period containing July 1, 2019.

<b>Class Title</b>	<b>Final Range for PPD with 7/1/19</b>
Deputy District Attorney I	451
Deputy District Attorney II	479
Deputy District Attorney III	503
Deputy District Attorney IV	525
Deputy Public Defender I	451
Deputy Public Defender II	479
Deputy Public Defender III	503
Deputy Public Defender IV	525

Section (2): Shall remain in effect and unchanged

Section (3): Reopener

Should Federal or State relief funding become available to reimburse the County for COVID-19 related lost revenues, the County agrees to meet and confer with the Attorney Association to consider possible restoration of negotiated concessions within 60 (sixty) days of receipt of such funds. Preference will be given to the Attorney Unit to recognize their willingness to reopen their contract and enter into concessionary bargaining.

2. The County and the Attorney Association agree to modify Article 8. Cafeteria Plan, Section A: Flex Credit Amounts as follows:

All existing language will remain in effect and unchanged except for the monthly flex

credit amount which will be reduced by \$200 for each level of coverage as reflected in the following chart.

Coverage Level	Monthly Flex Credit Amount effective 6/21/20
Exempt Single Employee	\$900.00
Employee +1	\$1,469.00
Employee +2	\$1,919.00
Exempt Waived Employees	\$350.00

Regardless of the employee's elected coverage level, the first \$550 of any eligible exempt single employee's Cafeteria Plan flex credit amount constitutes a "health flex contribution" within the meaning of the ACA: it may not be received in cash or allocated to any Cafeteria Plan benefit option other than the County's medical, dental, and vision insurance benefits. The remaining \$350 constitutes a "non-health flex credit" which may be used to pay for other cafeteria plan options or taken as cash.

Sections B, C, and D: Shall remain in effect and unchanged.

3. The County and the Attorney Association agree to modify Article 11. Leave Provisions. All language in the original MOU and Amendments will remain in effect and unchanged except as outlined below.

Section B: Personal Leave as follows:

Vacation accrual caps shall be increased from 500 hours to 660 hours for employees who were hired on or after July 1, 2013. All other language contained in Subsection B shall remain unchanged and in effect. The accrual rate, years of service and accrual cap are as follows.

ANNUAL PERSONAL LEAVE ACCRUAL RATE	YEARS OF SERVICE	ACCRUAL CAP
180 Hours	0-3 years	660 Hours
220 Hours	4-9 years	660 Hours
260 Hours	10-19 years	660 Hours
300 Hours	20 years and above	660 Hours

Section B: Personal Leave (9):

Employees with a minimum personal leave accrual balance in excess of eighty (80) hours shall be entitled to cash out those hours in excess of eighty (80) hours up to a maximum of three hundred (300) hours of accrued personal leave at any time during the fiscal year. Requests for personal leave accrual cash-out shall be by memorandum to the Auditor-Controller's Office. For a request to be approved said employee must have

used 40 hours of leave, which can include attorney leave, bereavement leave, furlough or COVID-19 leave within the last fiscal year.

Leave in excess of the above maximums may be cashed out in unusual or extraordinary circumstances with the approval of the County Administrator.

#### Section I: Attorney Leave

Employees in permanent positions shall be granted eighty (80) hours of Attorney Leave with pay each fiscal year.

Attorney leave may be taken at the discretion of the employee and upon approval of the Department Head. Said leave shall be available for use on July 1<sup>st</sup> each year and is not accruable from year-to-year. An employee hired after December 31<sup>st</sup> and prior to June 30<sup>th</sup> shall only be entitled to fifty percent of Attorney Leave for which they are eligible based on years of service for the remainder of the fiscal year.

For Fiscal Year 2020/2021, Attorney Leave shall have a cash value and may be cashed out at any time during the fiscal year.

4. The County and the Attorney Association agree to add to the existing language contained in Article 20. Furlough the following:

All classifications shall serve three (3) weeks of Furlough effective June 21, 2020, through June 30, 2021. Furlough will be administered as follows.

All classifications contained in the Memorandum of Understanding are FLSA exempt and shall have their salary reduced by twelve (12) ranges beginning June 21, 2020, and as reflected in the following chart. For consideration of the salary reduction, all FLSA exempt members shall receive one-hundred twenty (120) additional hours of furlough leave which must be used by June 30, 2021. Any hours of furlough leave not used by June 30, 2021, shall be forfeited. New employees hired after June 21, 2020, shall have their salary reduced by 12 ranges for the remaining payrolls in FY2020/2021 and the furlough time will be prorated based on the number of payrolls remaining in Fiscal Year 2020/2021. This salary reduction expires on June 30, 2021.

Employees scheduled to retire on or before June 30, 2021, shall be exempt from the above depending on his/her termination date. Employees planning to retire by this date must notify the Auditor Controller no later than June 30, 2020. It is the intent of the County not to affect these retirees' final 12 months of PERS compensation. These Employees will be required to use three (3) weeks of personal time off during FY 2020/2021 or before the planned retirement date, whichever is earlier.

During FY 2020/2021, any steps, promotions or longevity increases shall be applied to any employee eligible to receive these increases.

Job Code	Descr	Range effective 7/1/19	Range effective 7/1/19
1220	Deputy District Attorney I	451	439
1230	Deputy District Attorney II	479	467
1240	Deputy District Attorney III	503	491
1241	Deputy District Attorney IV	525	513
1280	Deputy Public Defender I	451	439
1290	Deputy Public Defender II	479	467
1300	Deputy Public Defender III	503	491
1301	Deputy Public Defender IV	525	513

**COUNTY OF TUOLUMNE**

**TUOLUMNE COUNTY ATTORNEY ASSOCIATION**

Ann Fremd 6/15/2020  
 Ann Fremd Date  
 HR/Risk Manager

Cassandra Jenecke 6/15/20  
 Cassandra Jenecke Date

Tracie Riggs 6/15/20  
 Tracie Riggs Date  
 County Administrator

Approved as to form:

Accepted this 16 day of June, 2020

Sarah Carrillo 6-15-20  
 Sarah Carrillo Date  
 County Counsel

Sherri Brennan  
 Sherri Brennan Date 6/16/20  
 Chair, Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

By: Alicia L. Jamar  
 Alicia L. Jamar  
 Clerk of the Board

**REVISED AMENDMENT #3 TO THE 2017 - 2021**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE TUOLUMNE COUNTY DEPUTY DISTRICT ATTORNEYS ASSOCIATION**  
**AND**  
**THE COUNTY OF TUOLUMNE**

The County of Tuolumne and the Tuolumne County Deputy District Attorneys Association hereby agree to amend the following conditions and terms of the 2017 - 2021 Memorandum of Understanding between the Tuolumne County Deputy District Attorneys Association (herein after "Attorney's Association") and the County of Tuolumne (herein after "County"). During the COVID-19 Declared Health Emergency, the Tuolumne County Board of Supervisors will offer COVID-19 Leave Accrual as follows.

1. The County and the Attorney's Association agree to amend Article 11. Leave Accruals, to read as follows:

**ARTICLE 11. LEAVE ACCRUALS**

**Section L. COVID-19 Leave Accruals**

The pay period beginning April 12, 2020, employees in permanent positions shall be entitled to a total of eighty (80) hours of COVID-19 Leave Accruals prorated to the employee's full time equivalent (FTE) (e.g. FTE 1.0 = 80 hours COVID-19 leave given to employee, FTE 0.5 = 40 hours COVID-19 leave given to employee).

The Families First Coronavirus Response Act (FFCRA) provides eligible employees with the following leave options:

- 1) Emergency Paid Sick Leave (EPSL) for absences due to their own COVID-19 related illness, isolation or quarantine orders, to care for an individual who is under isolation or quarantine orders because of COVID-19, or to care for a son or daughter whose school, day care or childcare provider has been closed or is unavailable due to COVID-19 precautions;
- 2) Expanded Family Medical Leave Act (EFMLA) to care for a son or daughter whose school, day care or childcare provider has been closed or is unavailable due to COVID-19 precautions.

As described in the attached memo titled Families First Coronavirus Response Act dated March 30, 2020, EPSL and EFMLA are both subject to daily caps and depending on the need for the leave, may be paid at either 2/3rds or 100% of the regular rate of pay. EPSL allows the employee to choose if he/she wish to use leave accruals to receive 100% of his/her pay. EFMLA allows the employer to compel employees to use accruals to receive 100% of his/her pay.

Employees requesting to use EPSL and who are determined to be qualified for such leave, shall be allowed to use COVID-19 Leave Accruals to coordinate their pay to receive 100% of their pay if they so elect. Employees requesting to use EFMLA and who are determined to be qualified for such leave, shall be required to use COVID-19 Leave Accruals to coordinate their pay to receive 100% of their pay. These hours will be used prior to using any of the other leave provisions currently outlined in the MOU. This leave shall be available for use during FY 20/21 or within six (6) months of the lifting of the Declared Health Emergency, whichever is later. All leave requests using COVID-19 Leave Accruals after the end of the Declared Health Emergency would require prior approval of the Department Head or designee.

**COVID-19 Leave for New Hires After April 12, 2020:**

COVID-19 Leave Accruals are available to all persons hired into permanent positions beginning April 12, 2020, and ending January 2, 2021, and will be prorated by the number of pay periods remaining during this period which is equivalent to 4.21 hours per pay period. After the Declared Health Emergency is lifted these employees shall no longer be entitled to this leave.

There is no cash value to the COVID-19 Leave Accruals.

**COUNTY OF TUOLUMNE**

**TUOLUMNE COUNTY DEPUTY  
DISTRICT ATTORNEYS  
ASSOCIATION**

  
Ann Fremd  
HR/Risk Manager

6/15/2020  
Date

  
Cassandra Jenecke  
Attorney President

6/15/20  
Date

  
Tracie Riggs  
County Administrator

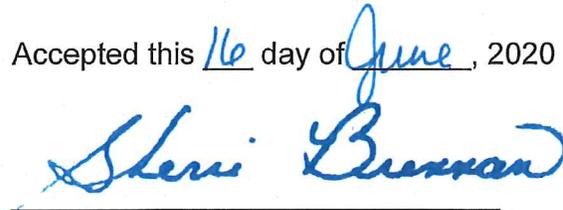
6/15/20  
Date

Approved as to form:

Accepted this 16 day of June, 2020

  
Sarah Carrillo  
County Counsel

6-15-20  
Date

  
Sherri Brennan  
Chair, Board of Supervisors

6/16/20  
Date

No. 5820

Filed June 16, 2020  
By [Signature]  
Chief Deputy Clerk of the Board of Supervisors



### RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TUOLUMNE

WHEREAS, Section 25300 of the California Government Code authorizes the Board of Supervisors to prescribe the compensation of County employees; and

WHEREAS, representatives of the County and the Tuolumne County Deputy District Attorneys Association have met and conferred in good faith and have reached agreement on wage, hours, and other terms and conditions of employment for all employees allocated to the Deputy District Attorneys unit.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors approves Amendment #4 for the Tuolumne County Deputy District Attorneys Association 2017-2021 attached hereto as Exhibit A.

ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF TUOLUMNE ON 6/16 2020

AYES: 1st Dist. Brennan NOES: \_\_\_\_\_ Dist. \_\_\_\_\_

2nd Dist. Absent \_\_\_\_\_ Dist. \_\_\_\_\_

3rd Dist. Dyk ABSENT: 2nd Dist. Campbell

4th Dist. Gray \_\_\_\_\_ Dist. \_\_\_\_\_

5th Dist. Rodger ABSTAIN: \_\_\_\_\_ Dist. \_\_\_\_\_

[Signature: Sheri Brennan]

CHAIR OF THE BOARD OF SUPERVISORS

ATTEST: [Signature]  
Chief Deputy Clerk of the Board of Supervisors

No. 5820

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

ALICIA L. JENAR  
Clerk of the board

By: [Signature]

**AMENDMENT TO THE 2017 – 2021**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE TUOLUMNE COUNTY ATTORNEYS ASSOCIATION**  
**AND**  
**THE COUNTY OF TUOLUMNE**

The County of Tuolumne and the Tuolumne County Attorneys Association hereby agree to amend the following conditions and terms of the 2017-2021 Memorandum of Understanding between the Tuolumne County Attorneys Association (herein after "Attorney Association") and the County of Tuolumne (herein after "County").

1. The County and the Attorney Association agree to amend Article 8. Cafeteria Plan Section A: Flex Credit Amounts to read as follows:

**ARTICLE 8. CAFETERIA PLAN**

**Section A. Flex Credit Amounts**

Employees in permanent positions budgeted to work a minimum of one hundred and thirty (130) hours per month will be eligible to participate in the Cafeteria Plan described in this Article at the beginning of the first month following their date of employment and will be eligible for one hundred percent (100%) of the below Cafeteria Plan flex credit amounts. Each such employee may allocate the employee's available flex credits to the Cafeteria Plan benefit options subject to the rules in Subsection B described below.

Permanent employees working less than one hundred and thirty (130) hours per month are not eligible to participate in the Cafeteria Plan. Employees hired on or before February 7, 2017, however, who are: (1) in half-time (1/2) permanent positions scheduled to work a minimum of forty (40) hours per pay period, and (2) currently enrolled in the County health plans, are eligible for fifty percent (50%) of the below Cafeteria Plan flex credit amounts, and are limited to eligibility for enrollment in the County's medical, dental and vision insurance plans. Employees working less than one hundred and thirty (130) hours per month who waive health coverage cannot receive any portion of their Cafeteria Plan flex credits in cash. Those employees will forfeit any unused, unallocated flex credit amounts.

If a Relief employee becomes eligible for health insurance as a result of his or her status as "full-time" within the meaning of the Affordable Care Act, the County will pay 100% of the employee-only premium for the Relief employee's medical insurance while eligible and enrolled. The County will use a measurement period of one (1) year to determine eligibility for Relief employees, and eligibility will require the Relief employee to work an average of 30 hours per week during the measurement period. Eligible relief employees who enroll in two-party or family coverage will be responsible for paying the difference in premium costs. Relief employees who are determined to be eligible for medical coverage are ineligible to participate in the County's dental and vision insurance

plans. No cash in lieu of medical insurance is available for eligible Relief employees who waive coverage.

Permanent and Relief employees who are not in paid status equivalent to at least eighty percent (80%) of their budgeted full time equivalent (FTE), with the exception of an employee who is on unpaid leave pursuant to the Family Medical Leave Act and/or Worker's Compensation, will not receive their Cafeteria Plan flex credit amounts. The County will deduct the full cost of their elected health care insurance premiums from their paycheck.

The available Cafeteria Plan flex credit amounts are as follows:

Coverage Level	Monthly Flex Credit Amount
Exempt Single Employee	\$1,100.00*
Employee +1	\$1,669.00**
Employee +2	\$2,119.00**
Exempt Waived Employee	\$550.00

\*Regardless of the employee's elected coverage level, the first \$950 of any eligible non-exempt single employee's Cafeteria Plan flex credit amount constitutes a "health flex contribution" within the meaning of the ACA: it may not be received in cash or allocated to any Cafeteria Plan benefit option other than the County's medical, dental, and vision insurance benefits. The remaining \$150 constitutes a "non-health flex credit" which may be used to pay for other cafeteria plan options or taken as cash.

\*\*Regardless of the employee's elected coverage level, the monthly flex credit amount constitutes a "health flex contribution" and there is no cash value to any unused portion of the monthly flex credit amount.

Non-exempt employees waiving health benefits who meet the conditions for receiving a monthly flex credit amount, described in Section B., below, will be entitled to the above non-health flex credit which may be used to pay for other cafeteria plan benefit options or taken as cash.

If any cafeteria plan monthly flex credit amount established above results in the County's group health coverage no longer meeting the affordability criteria as established in the ACA or by IRS guidance, the parties agree to meet and confer over the impact of said result.

## **Section B: Descriptions of Cafeteria Plan Benefit Options**

1. **Medical, Dental and Vision.** An eligible employee must first allocate his or her available monthly flex credit amounts to medical, dental, and vision insurance premium costs. All employees who do not elect to waive the County's coverage must enroll in medical, dental, and vision insurance coverage at the employee-only, two-party or family coverage level. Eligible employees, including employees

enrolled in a government-sponsored program or another group health insurance plan, may request a waiver of this provision from the Human Resources Office. However, the County will only provide the monthly flex credit amount designed above to waived employees who certify in writing (in the form that the County requires) that the employee and all of his or her tax dependents are enrolled in minimum essential coverage (as defined under the ACA) in the form of other minimum value group health coverage. Employees enrolled in Medicare and TriCare are specifically excluded from receiving a waived cafeteria allowance. Eligible employees must continue to maintain and certify that other such health coverage is in place annually during open enrollment to receive the monthly flex credit amount for waived employees for the next following plan year. Should an employee who has obtained a waiver of this provision lose the alternative coverage, the employee must notify the Human Resources Office within five (5) workdays and enroll in a County provided health plan, upon which the newly enrolled employee will become eligible for flex credits in accordance with this section. To enroll in a County health plan outside of the open enrollment period, the employee must show proof of having lost other coverage. Voluntarily dropping an alternative plan due to rate increases or changes in benefits is not acceptable for mid-year enrollment.

2. Employees who waive medical insurance may elect to participate in dental or vision insurance. If an employee elects to enroll in both vision and dental insurance, enrollment in these plans must be at the same level (e.g., dental and vision both at family level, and not dental at two-party level with vision at family level). If the employee is eligible for the non-exempt waived employee monthly flex credit designated above, the County will deduct the premium cost from the waived Cafeteria Plan flex credit amount. Any remaining flex credit amounts may be allocated by the employee to other Cafeteria Plan benefit options, including cash. If the employee is not eligible for the non-exempt waived employee monthly flex credit designated above, the County will deduct the full cost of the elected dental and/or vision insurance premiums from the employee's paycheck.
3. **Child Care.** This option provides a per pay period allowance toward payment of incurred child care expense. The County agrees to provide this option, in accordance with applicable tax laws, allowing employees to pay child care expenses to designated licensed providers. Additional providers may be added only upon employee request and subject to licensing approval. The number of designated providers shall not exceed ten (10) and participating employees must execute a release of liability to the County.
4. **Cash.** Cash will be paid as taxable compensation.

This Amendment shall be effective the pay period that includes January 1, 2019.

**COUNTY OF TUOLUMNE**

**ATTORNEY ASSOCIATION**

Ann Fremd 11/27/18  
Ann Fremd Date  
HR/Risk Manager

Cassandra Jenecke \_\_\_\_\_ Date  
Cassandra Jenecke  
President, Attorney Association

Tracie Riggs 12/10/18  
Tracie Riggs Date  
Acting County Administrator

Approved as to form:

Accepted this day of

Sarah Carrillo  
Sarah Carrillo  
County Counsel

John Gray  
John Gray, Chairperson  
Board of Supervisor

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

ALICIA L. JAMAR  
Clerk of the Board  
By: Alicia L. Jamar

**AMENDMENT TO THE 2017 – 2021**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE TUOLUMNE COUNTY DEPUTY DISTRICT ATTORNEY ASSOCIATION**  
**AND**  
**THE COUNTY OF TUOLUMNE**

The County of Tuolumne and the Tuolumne County Deputy District Attorney Association hereby agree to amend the following conditions and terms of the 2017-2021 Memorandum of Understanding between the Tuolumne County Deputy District Attorney Association (herein after "Attorney Unit") and the County of Tuolumne (herein after "County").

1. The County and the Attorney Unit agree to amend Article 3. Salary Adjustments, by adding Section (3). Canine Pay to read as follows:

**ARTICLE 3. Salary Adjustments**

**Section (3). Canine Pay**

The County and Attorney Unit agree that a reasonable estimate of the time a represented employees assigned a canine spends providing general home care, feeding, exercising, and transporting to and from work of canines, but not including irregularly recurring time such as traveling to and from and attending training programs and veterinary appointments is twenty (20) minutes per day and 10.14 hours per month. The County and Attorney Unit agree that the County shall each month pay 1.5 times the legally required minimum wage for 10.14 hours for these duties. Currently, the minimum wage is \$11 per hour so, effective the first full pay period following Board approval of this MOU, employees with an assigned canine shall be paid \$167.31 per month (1.5 x \$11/hour x 10.14 hours). Effective January 1, 2019, the minimum wage is expected to increase to \$12.00 per hour. As such, the monthly amount paid to employees with an assigned canine would increase to \$182.52(1.5 x \$12.00/hour x 10.14 hours). Effective January 1, 2020, the minimum wage is expected to increase to \$13.00 per hour. As such, the monthly amount paid to employees with an assigned canine would increase to \$197.73(1.5 x \$13.00/hour x 10.14 hours). Effective January 1, 2021, the minimum wage is expected to increase to \$14.00 per hour. As such, the monthly amount paid to employees with an assigned canine would increase to \$212.94 (1.5 x \$14.00/hour x 10.14 hours).

Dated: April 3, 2018

**COUNTY OF TUOLUMNE  
ASSOCIATION**

Ann Fremd 3/29/18  
Ann Fremd Date  
HR/Risk Manager

Craig Pedro 4-5-18  
Craig Pedro Date  
County Administrator

Approved as to form:

Sarah Carrillo 3-29-18  
Sarah Carrillo Date  
County Counsel

**DEPUTY DISTRICT ATTORNEY**

Cassandra Jenecke 2/28/18  
Cassandra Jenecke Date  
Deputy District Attorney Association

Accepted this 3 day of April, 2018

John Gray  
John Gray Date  
Chair, Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

By: Alicia L. Jamar  
ALICIA L. JAMAR  
Clerk of the Board

No. 16-17

Filed February 7 2017  
By [Signature]  
Clerk of the Board of Supervisors



### RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TUOLUMNE

WHEREAS, Section 25300 of the California Government Code authorizes the Board of Supervisors to prescribe the compensation of County employees; and

WHEREAS, representatives of the County and the Tuolumne County Attorneys Association have met and conferred in good faith and have reached agreement on wages, hours, and other terms and conditions of employment for all employees allocated to the Attorney group.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors approves the Tuolumne County Attorney Association Memorandum of Understanding of 2017- 2021 attached hereto as Exhibit A.

ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF TUOLUMNE ON 2/7 2017

AYES: 1st Dist. <u>Brennan</u>	NOES: _____	Dist.
2nd Dist. <u>Hankelt</u>	_____	Dist.
3rd Dist. <u>Koyce</u>	ABSENT: _____	Dist.
4th Dist. <u>Shaw</u>	_____	Dist.
5th Dist. <u>Korleper</u>	ABSTAIN: _____	Dist.

[Signature]  
CHAIRPERSON OF THE BOARD OF SUPERVISORS

ATTEST: [Signature]  
Clerk of the Board of Supervisors

No. 16-17

***Memorandum of  
Understanding  
2017-2021***



***Between the  
Tuolumne County  
Attorneys Association and the  
County of Tuolumne***

	Preamble .....	03
Article 1.	County Management Rights .....	03
Article 2.	Employee Rights .....	04
Article 3.	Salary Adjustments .....	04
Article 4.	Hours of Work .....	05
Article 5.	Retention Incentive Pay .....	05
Article 6.	Out of Class Pay .....	05
Article 7.	Educational Reimbursement .....	06
Article 8.	Cafeteria .....	06
Article 9.	Life Insurance.....	09
Article 10.	Retirement Contribution .....	09
Article 11.	Leave Provisions .....	10
Article 12.	Expense Reimbursements .....	16
Article 13.	Probationary Periods .....	17
Article 14.	Promotional Probation .....	17
Article 15.	Pay Period .....	17
Article 16.	Salary Rates and Step Advancements .....	17
Article 17.	Standard Tour of Duty .....	19
Article 18.	Dual Appointments .....	19
Article 19.	Job Sharing .....	19
Article 20.	Furloughs .....	20
Article 21.	Layoff Procedure .....	20
Article 22.	Seniority .....	22
Article 23.	Access to Human Resources Records .....	23
Article 24.	Grievance Procedure .....	23
Article 25.	Disciplinary Action .....	26
Article 26.	Provisions of Law .....	31
Article 27.	Full Understanding, Modification and Waiver..	31
Article 28.	Term .....	32
Article 29.	Approval by Board of Supervisors .....	32
	Index.....	34

## **PREAMBLE**

It is the purpose of this Agreement to set forth the wages, hours and other terms and conditions of employment for professional employees represented by the Tuolumne County Deputy District Attorneys' Association.

The Tuolumne County Deputy District Attorneys' Association is the sole representative for permanent full-time and part-time benefited employees in the classifications listed in Article 3, and any classifications added at a later date through the agreement of the County and the Association. The terms and conditions of this agreement do not apply to any employee, regardless of classification, who is not in permanent full-time or part-time status, e.g. "relief" or "intermittent" employees are not covered by any of the provisions of this agreement.

### **Article 1. County Management Rights**

All management rights and functions shall remain vested exclusively with the County except those which are clearly and expressly limited in this Agreement. It is recognized merely by way of illustration that such management rights and functions include but are not limited to:

- (a) The right to determine the mission of each of its agencies, departments, institutions, boards and commissions.
- (b) The right of full exclusive control of the management of the County; supervision of all operations, determination of the methods and means of performing any and all work; and composition, assignment, direction, location, and determination of the size and mission of the work force.
- (c) The right to determine the work to be done by the employees, including establishment of levels of service, court assignments and staffing patterns.
- (d) The right to change or introduce new or improved operations, methods, means or facilities, or, to contract for work to be done.
- (e) The right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards, and promote employees, to establish, revise and enforce work rules; to schedule work time and time off; to transfer, reassign, furlough and lay off employees; to suspend, reduce in step, demote, discharge or otherwise discipline employees for cause; and to otherwise maintain orderly, effective, and efficient operations.
- (f) The right to determine continuing education classes for which the County will reimburse employees.

**Article 2. Employee Rights**

The following are employee rights:

- (a) The right of employees to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.
- (b) The right of employees to refuse to join or participate in the activities of employee organizations.
- (c) The right of employees to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of an appointing authority, supervisor, other employees, or employee organizations as a result of his/her exercise of rights granted in this Article.
- (d) The right of TCDDAA, prior to implementation, to meet and confer with County management about any significant change in terms or conditions of employment which results in a significant impact on employees, except in emergencies.

**Article 3. Salary Adjustments**

**Section (1).** The parties jointly agree that the following base salary ranges and rates shall be applicable on the dates indicated for classifications in this Unit.

Class Title	Effective 6/26/16	PPD with 7/1/17: Equity to 17%	PPD with 7/1/17: 3% COLA	PPD with 7/1/18: Equity to 15%	PPD with 7/1/18: 2% COLA	PPD with 7/1/19: Equity to 13%	PPD with 7/1/19: 2% COLA	PPD with 7/1/20: Equity to 10%	PPD with 7/1/20: 2% COLA
Deputy District Attorney I	437		443		447		451	458	462
Deputy District Attorney II	465		471		475		479		483
Deputy District Attorney III	489		495		499		503		507
Deputy District Attorney IV	511		517		521		525		529
Deputy Public Defender I	437		443		447		451	458	462
Deputy Public Defender II	465		471		475		479		483
Deputy Public Defender III	489		495		499		503		507
Deputy Public Defender IV	511		517		521		525		529

**Section (2).** For purposes of this Agreement, base salary range shall mean the salary range assigned to a specific classification as provided in Section 1 of this Article. Base salary rate shall mean the hourly rate of pay established pursuant to the step placement within the base salary range as provided in this Agreement. Salary range shall be those provided in the County's Final Budget. Paid time shall be based upon the base salary rate with the computation rounded to the nearest cent.

**Article 4. Hours of Work**

Employees shall be required to work during such hours as necessary to carry out the duties of their position, as designated by the appointing authority, and such hours may be varied so long as the work requirements and efficient operations of the County are assured. As salaried employees in this Unit, employees shall not be docked pay nor have their accumulated leave balances reduced for absences of less than one (1) day. Absences of less than one (1) day require approval of the appointing authority or the immediate supervisor.

Employees who are required by their departments to leave notice where they can be reached and be available to return to active service when required by the department, shall be given a forty-five dollars (\$45.00) per weekend day and holidays as provided for in Article 13 and a thirty-five dollars (\$35.00) weekday availability incentive. This incentive pay is given to any employee who is so assigned and who must (1) leave a telephone number where they can be reached or wear a communicating device; and (2) be able to respond to duty within a reasonable period of time.

**Article 5. Retention Incentive Pay**

Employees who have completed the following years of service shall be eligible for the indicated additional ranges:

5 years	5 ranges
10 years	10 ranges
15 years	15 ranges
20 years	20 ranges
25 years	25 ranges
30 years	30 ranges
35 years	35 ranges

**Article 6. Out of Class Pay**

Employees directed to continuously work in a vacant higher level permanent position shall receive a salary rate increase to the higher level for the time actually worked in excess of one hundred twenty (120) cumulative hours (not consecutive) within a fiscal year. Should the assignment overlap fiscal years, e.g. work continuously through July 1, the out of class pay shall continue. Such increase shall be determined as if the assignment had been a promotion. For purposes of this Article, a vacant position is defined as an authorized permanent position that is unoccupied due to attrition or due to the incumbent being on an extended leave of absence. Requests for higher compensation must be approved by the Personnel Officer. Such requests may only be approved upon certification by the Department Head that the assigned employee meets the minimum qualifications and is assigned and held responsible to fully perform the full scope of duties normally associated with the higher level position.

## **Article 7. Educational Reimbursement**

The Educational Reimbursement Program shall consist of the reimbursement of fifty percent (50%) of the cost of books and tuition for job-related courses not offered through the County in-service training program provided the courses are approved by the Department Head and County Administrator, prior to registration and proof of passing grades and official receipts are provided to the Department Head after course completion. The amount subject to reimbursement shall not exceed the IRS approved amount detailed in the County Educational Assistance Plan. Employees are encouraged to inform the Department Head of his/her intent on submitting a request for educational reimbursement by March of each year for attendance in the following fiscal year.

The County shall pay the cost of any specialized certification for employees whose position classification requires said certificate be maintained as a condition of employment including, but not limited to the cost of membership in the California State Bar and M.C.L.E. costs.

## **Article 8. Cafeteria Plan**

### **Section A: Flex Credit Amounts**

Employees in permanent positions budgeted to work a minimum of one hundred and thirty (130) hours per month will be eligible to participate in the Cafeteria Plan described in this Article at the beginning of the first month following their date of employment and will be eligible for one hundred percent (100%) of the below Cafeteria Plan flex credit amounts. Each such employee may allocate the employee's available flex credits to the Cafeteria Plan benefit options subject to the rules in Subsection B described below.

Permanent employees working less than one hundred and thirty (130) hours per month are not eligible to participate in the Cafeteria Plan. Employees hired on or before the date the Board of Supervisors approves this MOU, however, who are: (1) in half-time (1/2) permanent positions scheduled to work a minimum of forty (40) hours per pay period, and (2) currently enrolled in the County health plans, are eligible for fifty percent (50%) of the below Cafeteria Plan flex credit amounts, and are limited to eligibility for enrollment in the County's medical, dental and vision insurance plans. Employees working less than one hundred and thirty (130) hours per month who waive health coverage cannot receive any portion of their Cafeteria Plan flex credits in cash. Those employees will forfeit any unused, unallocated flex credit amounts.

If a Relief employee becomes eligible for health insurance as a result of his or her status as "full-time" within the meaning of the Affordable Care Act, the County will pay 100% of the employee-only premium for the Relief employee's medical insurance while eligible and enrolled. The County will use a measurement period of one (1) year to determine eligibility for Relief employees, and eligibility will require the Relief employee to work an average of 30 hours per week during the measurement period. Eligible relief employees who enroll in two-party or family coverage will be responsible for paying the difference in premium costs. Relief employees who are determined to be eligible for medical coverage are ineligible to

participate in the County's dental and vision insurance plans. No cash in lieu of medical insurance is available for eligible Relief employees who waive coverage.

Permanent and Relief employees who are not in paid status equivalent to at least eighty percent (80%) of their budgeted full time equivalent (FTE), with the exception of an employee who is on unpaid leave pursuant to the Family Medical Leave Act and/or Worker's Compensation, will not receive their Cafeteria Plan flex credit amounts. The County will deduct the full cost of their elected health care insurance premiums from their paycheck.

The available Cafeteria Plan flex credit amounts are as follows:

Coverage Level	Monthly Flex Credit Amount
Exempt Single Employee	\$1,100.00
Employee +1	\$1,469.00
Employee +2	\$1,869.00
Exempt Waived Employees	\$500.00

Regardless of the exempt employee's elected coverage level and using the Rate of Pay Safe Harbor Method (as that method is set forth in applicable IRS guidance for ensuring health plan affordability under the ACA), the amount of \$439.80 (calculated annually) of any eligible exempt employee's Cafeteria Plan flex credit amount constitutes a "health flex contribution" within the meaning of the ACA: it may not be received in cash or allocated to any Cafeteria Plan benefit option other than the County's medical, dental, and vision insurance benefits. Remaining Cafeteria Plan flex credit amounts must first be allocated to the remaining cost of medical, dental and vision. Any further remaining flex credit amounts may then be allocated to other cafeteria plan options or taken as cash.

Exempt employees waiving health benefits who meet the conditions for receiving a monthly flex credit amount will be entitled to the above non-health flex credit which may be used to pay for other cafeteria plan options or taken as cash.

If any cafeteria rate established above no longer meets the affordability criteria as established in the ACA or by IRS standards, the parties agree to meet and confer over the impact of said violation.

## **Section B: Descriptions of Cafeteria Plan Benefit Options**

- 1. Medical, Dental and Vision.** An eligible employee must first allocate his or her available monthly flex credit amounts to medical, dental, and vision insurance premium costs. All employees must enroll in medical, dental, and vision insurance coverage at the employee-only, two-party or family coverage level. Eligible employees enrolled in a government-sponsored program or another group health insurance plan may request a waiver of this provision from the Human Resources Office. However, the County will only provide the monthly flex credit amount designated above to waived employees who certify in writing (in the form that the County requires) that the employee and all of his or her tax dependents are enrolled in minimum essential coverage (as defined under the ACA) in the form of other minimum value group health insurance. Employees

enrolled in MediCare and TriCare are specifically excluded from receiving a waived cafeteria allowance. Eligible employees must continue to maintain and certify that other such health insurance coverage is in place annually during open enrollment to receive a waiver for the next following plan year. Should an employee who has obtained a waiver of this provision lose the alternative coverage, the employee must notify the Human Resources Office within five (5) workdays and enroll in a County provided health plan, upon which the newly enrolled employee will become eligible for flex credits in accordance with this section. To enroll in a County health plan outside of the open enrollment period, the employee must show proof of having lost other coverage. Voluntarily dropping an alternative plan due to rate increases or changes in benefits is not acceptable for mid-year enrollment.

Employees who waive medical insurance may elect to participate in dental or vision insurance. The County will deduct the premium cost from the waived Cafeteria Plan flex credit amount designated above. Any remaining flex credit amounts may be allocated by the employee to other Cafeteria Plan benefit options, including cash. If the employee is not eligible for the waived employee monthly flex credit designated above, the County will deduct the full cost of the elected dental and/or vision insurance premiums from the employee's paycheck.

**2. Child Care.** This option provides a per pay period allowance toward payment of incurred child care expense. The County agrees to provide this option, in accordance with applicable tax laws, allowing employees to pay child care expenses to designated licensed providers. Additional providers may be added only upon employee request and subject to licensing approval. The number of designated providers shall not exceed ten (10) and participating employees must execute a release of liability to the County.

**3. Cash.** Cash will be paid as taxable compensation.

### **Section C: Section 125 - Premium Conversion Plan**

The County agrees to provide a premium conversion plan that takes advantage of current tax regulations allowing employees to pay their share of medical, dental, and vision premiums on a pre-tax basis. The County reserves the right to terminate this plan if it creates an additional economic obligation on the part of the County, subject to Tuolumne County Attorney's Unit right to meet and confer on the impact of such a decision.

### **Section D: Reopeners**

The County and the Attorney unit agree to meet and confer annually or as needed to discuss insurance rate increases, changes in the law (e.g. ACA, IRS guideline, etc), or to discuss the impact of leaving PERS health. Meetings to discuss rate increases will be held as close as possible to the date PERS rates are announced. Meets to discuss changes in the law will be held as close as possible to the date of said change.

## **Article 9. Life and Accidental Death & Dismemberment Insurance**

The County shall provide at no cost to the employee a term Life and Accidental Death & Dismemberment Insurance policy in the amount of two hundred thousand dollars (\$200,000). No dependent coverage shall be provided by the County. Participation in the Life and AD&D policy is mandatory.

Retirees who elect life insurance coverage shall do so at their own expense. This coverage shall decrease upon retirement to three thousand (\$3,000) and shall further decrease with age according to the terms and conditions contained in the Certificate of Coverage.

## **Article 10. Retirement Contribution**

**Effective October 19, 2014 all Tier One and Tier Two employees shall pay 6.25% of the employer's share of cost.**

***(1) Tier One: Employees hired on or before March 12, 2011.*** The County shall provide the 2% at 55 retirement program through the Public Employees' Retirement System (PERS) for "miscellaneous" (non-public safety) employees. The County shall provide the 3% at 50 retirement program through the Public Employees' Retirement System (PERS) for "public safety" employees. The County agrees to pay the employee contribution of 7% for miscellaneous and 9% for safety employees and report the value of the employer paid member contributions (EPMC) to PERS as compensation

***(2) Tier Two: Employees hired between March 13, 2011 through December 31, 2012, or as otherwise allowed by PERS reciprocity, shall be covered by the following PERS retirement plans:***

Miscellaneous formula shall be 2% at 60  
Safety formula shall be 2% at 50

Retirement shall be based on the highest 36 months of employment.

The County will pay the employee contribution of 7% for miscellaneous and 9% for safety employees, however, the full pay and reporting value is not available for Tier 2 employees.

***(3) Tier Three: Employees hired on or after January 1, 2013 shall be covered by the following PERS retirement plans:***

Miscellaneous formula shall be 2% at 62  
Safety formula shall be 2.7% at 57

Retirement shall be based on the highest 36 months of employment.

Miscellaneous and safety employees shall pay the percentage of normal cost as determined by CalPERS.

**Article 11. Leave Provisions**

**Section A: Holidays**

1. **Fixed Holidays.** All employees in permanent positions shall be entitled to the following fixed holidays:
  - New Year's Day
  - Presidents' Day
  - Independence Day
  - Veterans' Day
  - Day after Thanksgiving Day
  - Christmas Day
  - Martin Luther King, Jr. Day
  - Memorial Day
  - Labor Day
  - Thanksgiving Day
  - Day before Christmas
2. Employees in permanent positions budgeted less than eighty (80) hours per period or job-shared positions shall receive fixed and floating holiday accruals on a pro-rated basis.
3. If a fixed holiday falls on a Saturday, the preceding Friday will be observed as the fixed holiday. If a fixed holiday falls on a Sunday, the succeeding Monday will be observed as the fixed holiday.
4. Whenever a permanent employee is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour-for-hour basis, up to a total of eight (8) hours floating holiday time.
5. Employees must be in a full paid status for a full shift the last scheduled work day before and the first scheduled work day after a fixed holiday to receive holiday pay.
6. Any holiday time accrued in excess of forty-eight (48) hours shall be lost. Upon termination or retirement, employees shall be compensated for any unused accrued holiday time at the then current base hourly rate.

**Section B: Personal Leave**

The following personal leave accrual rates shall be established for permanent employees:

ANNUAL PERSONAL LEAVE ACCRUAL RATE	YEARS OF SERVICE
240 Hours	0-3
280 Hours	4-9
320Hours	10 and Above

Employees may not accrue personal leave time in excess of:

with less than 10 continuous years of County employment = four (4) times  
 with more than 10 but less than 15 continuous years = five (5) times  
 with more than 15 continuous years of County employment = six (6) times

their annual personal leave accrual rate, provided that no employee shall lose personal leave to meet the needs of the service.

Effective July 1, 2013, newly hired employees shall receive the following personal accrual rates:

ANNUAL PERSONAL LEAVE ACCRUAL RATE	YEARS OF SERVICE	ACCRUAL CAP
180 Hours	0-3 years	500Hours
220 Hours	4-9 years	500 Hours
260 Hours	10-19 years	500 Hours
300 Hours	20 years and above	500 Hours

The following rules and regulations are established for the administration of personal leave benefits:

1. All personal leave must be approved by the Department Head or designated representative.
2. **Notice.** Where appropriate, employees shall request personal leave time at least one work week in advance of taking leave. In cases of sickness or emergencies, the Department Head or designee must be notified within one-half (½) hour after the start of the employee's scheduled tour of duty of a sickness on the first day of absence.
3. **Sickness or Emergency Leave.** It is the responsibility of the employee to keep the Department Head or designee informed as to continued absence beyond the first day for reasons due to sickness, occupational disability, or emergency. Failure to make such notification may result in denial of personal leave with pay. The County Administrator may review and determine the justification of any request for sickness or emergency personal leave with pay and may, in the interest of the County, require a medical report by a doctor to support a claim for leave pay. A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness prospectively when requested by the Department Head. Evidence substantiating the use of personal leave for willful injury, gross negligence, intemperance, trivial indispositions, instances of misrepresentation, or violation of the rules defined herein will result in denial of personal leave with pay.

4. Employees in permanent positions shall accrue, on a pro-rata basis, personal leave for completed pay periods. Such personal leave shall be available for use on the first day following the pay period in which it is earned. Employees in permanent positions budgeted less than eighty (80) hours per pay period or job shared positions shall receive personal leave accumulation on a pro-rata basis.
5. No employee shall be permitted to take leave in advance of accrual.
6. Personal leave shall be compensated at the employee's base hourly rate of pay.
7. An employee about to retire, or who is to be laid off, may, with their supervisor's approval utilize their accrual prior to the effective date of any such retirement or lay-off. In lieu of such leave the employee may elect a lump sum payment for accrued personal time. All other employees shall be paid at their hourly rate of pay for 100% of hours accrued at time of separation from the County. Hourly pay rate consists of the base hourly rate plus any additional components of pay.
8. When an employee is transferred from one County department to another, said transfer shall have no effect upon the employee's leave benefits. However, if the transfer results in an employee being in a bargaining unit that utilizes the traditional sick and vacation leaves rather than person leave, those rules will apply and the employee's personal leave balance will be allocated to sick and vacation leave based upon an established formula.
9. Employees with a minimum personal leave accrual balance in excess of eighty (80) hours shall be entitled to cash out those hours in excess of eighty (80) hours up to a maximum of two hundred (200) hours accrued personal leave in a fiscal year. Employees may cash out leave in any increment at any two (2) times during a fiscal year. Requests for personal leave accrual cash-out shall be by memorandum to the Auditor-Controller's Office. For a request to be approved said employee must have used 40 hours of leave, which can include attorney leave or bereavement leave, within the last fiscal year.  
  
Leave in excess of the above maximums may be cashed out in unusual or extraordinary circumstances with the approval of the County Administrator.
10. **Leave Balance Conversion Option.** An employee who separates in good standing from County service and desires to retain his/her group health insurance coverage, shall be entitled to convert his/her personal leave accrual balances to cash, and authorize the County to apply any part of the payoff to the cost of premiums for his/her group health insurance coverage, subject to any coverage restrictions. In the event of the death of an employee, any unused portion of his/her cash payoff shall be paid to his/her designated beneficiary subject to applicable taxes.

### **Section C: Special Leaves of Absence**

Special Leaves of Absence without pay may be granted to an employee for the reason of:

- (a) engaging in a relevant course of study which will enhance the employee's value to the County; or
- (b) other appropriate nature as determined by the employee's Department Head and approved by the County Administrator.

Leaves for purposes described in subsections (a) and (b) above may be granted for periods approved by the Department Head and County Administrator. A request for such leave must be in writing and requires the approval of the Department Head and the County Administrator.

In cases of reason (b) leave of absence without pay may be granted to a permanent employee either with or without the right to return to classification. At the expiration of leaves without right to return, the employee may contact the Human Resources Manager to have his/her name referred for a ninety (90) calendar day period to all job vacancies in the employee's classification for reemployment without examination. If approved, such an employee must be hired within this ninety (90) day period or be terminated. An employee returning to the County after such leave, with or without the right to return, shall retain the seniority that employee had prior to the leave, but will not accrue additional seniority during the period of the leave, and is not guaranteed to return to the same position he/she occupied prior to the leave. Leaves of absence-without the right to return may be granted to probationary employees.

When an employee is on such a leave of absence without pay or without right to return to classification, the employee shall accrue no employee benefits, no seniority, no time toward salary step advancement, and shall pay the full premium of his/her health and welfare program prorated on a daily basis, if coverage is continued by the employee. If health and welfare is dropped during a leave of absence, the employee may be subject to restrictions imposed by the insurance carrier upon return.

#### **Section D: Family and Medical Leave (FMLA)**

Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) are governed by the county's Family and Medical Leave Policy.

#### **Section E: Military Leave**

Any employee who is granted a military leave of absence to serve in the Armed Forces of the United States shall have his/her seniority as far as salary steps are concerned continued as if the person had remained on the county payroll. The person shall be reinstated from the military leave of absence at the same step in the salary range that the employee would have been eligible to receive had the employee not been granted the military leave of absence. Military leaves of absence will be governed by the provisions of the Military and Veterans Code of the State of California, Section 395 et sequences.

#### **Section F: Jury Duty Leave**

- (a) Any employee who is summoned for attendance to any court for jury duty or served with a subpoena to appear as a witness in a civil case in which the

County is a party shall be deemed to be on duty and there shall be no loss of salary. This shall not apply to Civil Grand Jury duty.

- (b) Return to Work.** Any employee who is summoned for attendance to any court for jury duty or served with a subpoena to appear as a witness in a civil case in which the County is a party shall be allowed one-half ( $\frac{1}{2}$ ) hour prior to the beginning of that day's jury duty and one-half ( $\frac{1}{2}$ ) hour after being released from that day's jury duty for travel to and from the work site. Request for exceptions may be made to the employee's immediate supervisor. Any work time unaccounted for may be allocated to an employee's earned leave provided, however, that the employee secures the prior written approval of their immediate supervisor. In no case will Jury Duty Leave exceed an employee's regular shift. Request for exceptions may be made to the Human Resources Office.

### **Section G: Compulsory Leave**

If in the opinion of the Department Head, an employee is unable to perform the duties of his/her position for physical or psychological reasons, the Department Head shall refer that employee to the Human Resources Manager. The Human Resources Manager shall have the authority to require the employee to be examined by a physician or other competent authority at County expense to determine the employee's fitness for duty. The County shall only request the physician or specialist to communicate whether or not an employee is able to perform the duties of his/her position. Should a comprehensive clinical report be submitted to the County, it shall be returned unread to the physician or specialist. Should the employee wish to dispute the findings/determination of the County's examining authority, he/she may go to a physician or other competent authority of his/her own choosing at the employee's expense.

If the examination report finds the employee to be in an unfit condition to perform the duties required of the position, the Department Head shall have the right to compel the employee to take sufficient leave of absence utilizing any accrued leave balances. If the examination report finds the employee to be fit for duty, the employee shall return to work without loss of pay or benefits. When the County's medical authority and that of the employee are in conflict, the County and the employee will mutually select a third medical authority to make a final recommendation. During the course of the examinations, the employee will remain off work, utilizing appropriate available leaves.

A temporarily disabled employee may be offered modified duty in his/her department or another. Modified duty shall be predicated upon the following:

1. There is meaningful work to be performed;
2. The work can be performed in an efficient and effective manner; and
3. The work can be performed within the restrictions placed upon the employee.

## **Section H: Administrative Leave**

While an employee is under disciplinary investigation, the Department Head, in consultation with the Human Resources Manager, may order an employee off work without reduction in compensation for a period not to exceed eight (80) work hours. Administrative leave may be extended with the approval of the County Administrator.

## **Section I: Attorney Leave**

Employees in permanent positions shall be granted eighty (80) hours of Attorney Leave with pay each fiscal year.

Attorney leave may be taken at the discretion of the employee and upon approval of the Department Head. Said leave shall be available for use on July 1<sup>st</sup> each year and is not accruable from year-to-year or convertible to cash payment. An employee hired after December 31<sup>st</sup> and prior to June 30<sup>th</sup> shall only be entitled to fifty percent of Attorney Leave for which they are eligible based on years of service for the remainder of the fiscal year.

## **Section J: Bereavement Leave**

Employees in permanent positions shall be entitled to twenty four (24) hours leave which may be used per occurrence for bereavement due to the death of persons in the immediate family. Immediate family is defined as spouse, registered domestic partner, child, parent, sibling, in-law, grandparent, grandchild, or grandparent/grandchild in-law, step children, step parents, foster children, foster parent of the employee, in loco parentis, or any relative living with the employee.

## **Section K: Voluntary Time Bank**

Employees in permanent or promotional probationary positions shall be eligible to participate in the Voluntary Time Bank program. To be eligible, an employee must have obtained permanent status with the County of Tuolumne and have a verifiable FMLA/CFRA long-term illness or injury, or have a member of the employee's immediate family with a long term illness or injury which results in the employee being requested to take time off from work in excess of thirty (30) days to care for that family member, and must have exhausted all accrued leave and CTO, or soon will have exhausted all such leave, resulting in the employee being in a no-pay status. Promotional probationary employees, who utilize the Voluntary Time Bank, shall not have that time applied towards their probationary period.

When a Department Head has determined that an employee would benefit from involvement in the County of Tuolumne Voluntary Time Bank, the Department Head will notify the Personnel Office of that employee's name and status. The Department Head will be responsible for notifying County employees of the need for donations. The Department Head will take necessary actions to help ensure that individual employee decisions to

donate or not donate to the Time Bank are kept confidential and that employees are not pressured to participate. **ALL DONATIONS SHALL REMAIN CONFIDENTIAL.**

The maximum time that may be donated into the Time Bank in an employee's name is 1040 hours.

An employee may donate vacation leave only in increments of four (4) hours to the Time Bank in the name of a specific employee. An employee may donate vacation leave only if their own total accrued leave balance is in excess of 168 hours. Donated hours shall be credited to the affected employee as sick leave. Donated hours are used on a first-come/first-served basis meaning as donation forms are submitted, they are put in date order and the hours are used as required. If employee returns prior to exhausting donated hours, unused hours will not be deducted from the donating employee's accruals. When an employee is utilizing Time Bank hours, they will not accrue any leave time.

Employees wishing to donate time will complete and submit the required form to the Personnel Office. After review, the form will be forwarded to the Auditor-Controller's Office for payroll action and adjustment to donor and recipient's paid leave balance.

In no event shall donated time have the effect of altering the employment rights of the County or the recipient employee, nor shall it extend or alter the limitations otherwise applicable to leaves of absence or sick leave. The County and Association may modify or terminate an established Time Bank program as is jointly determined necessary.

## **Article 12. Expense Reimbursement**

**Section (1) General Provisions:** The purpose of this Article is to define the policy and procedure by which employees shall report and be reimbursed for reasonable and necessary expenses incurred on behalf of Tuolumne County, except as may be otherwise provided in this Agreement and the currently adopted County Personnel Rules and Regulations.

**Section (2) Responsibilities:** It shall be the responsibility of each Department Head or designee to investigate and approve each request for expense reimbursement. It shall be the responsibility of each employee to obtain prior approval from the Department Head or designee to incur a business expense. Departments shall endeavor to utilize the County's credit card system for payment of expenses incurred under this Article (referred hereafter as department credit). Credit charged expenses not approved by the Department Head are the sole responsibility of the employee. Prior approval may be in the form of standing orders issued by the Department Head.

**Section (3) Travel Authorization/Travel Policy:** For existing County policy regarding travel and reimbursement of travel expenses, please see the currently adopted County Personnel Rules and Regulations.

### **Article 13. Probationary Periods**

The probationary period for newly hired permanent positions in this Unit shall be twenty-six (26) fully completed pay periods from date of hire. The probationary period for permanent positions that have received a promotion in this Unit shall be thirteen (13) fully completed pay periods from the date of promotion. Except as otherwise provided, employees may be dismissed at any time during the probationary period without right of review or appeal. Said employee shall be given ten (10) work days' notice of said action. The probationary period may be extended an additional seven (7) pay periods at the request of the Department Head and with the approval of the Personnel Officer; provided the extension is approved prior to the completion of the original probationary period.

### **Article 14. Promotional Probation**

A promoted employee who has obtained permanent status in another classification within the same department who does not successfully complete the probationary period in the promoted class shall be returned to the lower classification. If no vacancy exists in the lower classification, the provisions of the Layoff Article shall apply.

A promoted employee who has obtained permanent status in another classification within another County department who does not successfully complete the probationary period in the promoted class shall be returned to the former department (or other department where appropriate as determined by the County Administrator) in that classification or a comparable classification. Said return shall only be accomplished if a vacancy exists in the lower level classification.

### **Article 15. Pay Period**

A pay period is defined as the fourteen (14) calendar day period from 12:01 a.m. Sunday to 12:00 p.m. (midnight) Saturday two weeks thereafter. All employees of this unit shall receive their paycheck via automatic deposit with their respective bank.

### **Article 16. Salary Rates and Step Advancements**

New employees shall be hired at the "A" step of the established base salary range, except as otherwise provided in this Agreement. Variable entrance steps may be established if justified by recruitment needs through the "E" step with the approval of the County Administrator.

Promoted employees shall receive the "A" step of the established base salary range of the new classification or at least five percent (5%) more than their prior base pay rate whichever is greater; provided, that no employee is thereby advanced above the "E" step of the higher base salary range. No employee can be promoted within a flexibly staffed series without having in their permanent record two previous evaluations, with ratings of meets or exceeds expectations, provided that no employee shall be denied a promotion due to their supervisor's failure to evaluate their performance in a timely manner.

Employees who believe that their evaluations are not being done in a timely manner are encouraged to notify the Human Resources Office.

Employees who are upgraded as a result of a classification study shall be placed on the same step in the new range with credit for time served towards the next step, if any. If an employee is below the "E Step" in their current classification and has completed twenty (20) pay periods at their current salary step and is promoted to a higher level classification, the employee shall be afforded the benefit of their next step increase, as well as the minimum promotion increase, at the time of promotion.

All step advancements shall be made on the first day of a pay period. Approval for advancement shall be based upon satisfactory work performance and completion of required length of service in the classification and upon the approval of the Department Head.

Except as otherwise provided, advancement to the "B" and all subsequent step(s) shall be contingent upon the completion of two thousand eighty (2,080) regularly scheduled hours of satisfactory work performance, in permanent status, at the lower step. All time actually worked by employees in permanent part-time positions shall be counted towards the completion of the 2080 hours requirement. Time served in a relief status in the same classification shall count towards the 2080 hours; however, time served in a relief status in other classifications does not count towards the 2080 hours.

An employee whose step advancement is being denied must receive ten (10) workdays notification of the denial. A denied step advancement may be subsequently granted following a review period of at least sixty (60) work days.

An employee who has consistently maintained a level of performance well above the standard of expectations and whose overall performance evaluation rating exceeds expectations may be eligible for an accelerated step increase (meaning a two-step increase instead of the traditional one-step increase). Said accelerated step increase shall be at the sole discretion of the Department Head and with the approval of the County Administrator.

The County Administrator may authorize the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any payroll error or omission.

When a position is downgraded, the same salary rate payment to the incumbent employee that the employee received prior to the downgrading of the position shall be continued. The incumbent employee will continue to be eligible for merit advancements, if any, and across-the-board salary adjustments granted to all Unit employees. Incumbents will not be entitled to any equity adjustments, if any, granted to the classification until such time that the equity adjustment exceeds their current salary rate. Once the incumbent employee vacates the position, the position shall be reduced to the official salary range for that classification.

When an employee is reduced to a position in a lower classification by demotion for disciplinary reasons, such employee's salary shall be as provided in the Order of Disciplinary Action. When an employee in good standing is reduced to a position in a lower classification by demotion for non-disciplinary reasons, such employee shall receive the highest salary in the new salary range that does not exceed such employee's current rate of pay immediately prior to reduction and shall be given credit for time served towards the next merit step increase, provided that no employee shall receive more than the "E" Step of the new range.

#### **Article 17. Standard Tour of Duty**

The standard tour of duty represents the time that an employee is regularly scheduled to work. A regularly scheduled tour of duty which commences before midnight and ends the following day shall be reported for payroll purposes as time worked for the day in which the tour of duty began.

The Department Head shall establish the actual number of hours which comprises the standard tour of duty for each position. The Department Head may modify or change the number of hours in a standard tour of duty for each position to meet the needs of the service. When a Department Head finds it necessary to make such modifications or changes, the Department Head shall notify the affected employee(s) and TCDDAA indicating the proposed change prior to its implementation and when TCDDAA requests to meet and confer, the parties shall expeditiously meet and confer regarding the impact the modification or change would have on employees. An employee or TCDDAA may request the Department Head to change a standard tour of duty to meet the needs of the service.

#### **Article 18. Dual Appointments**

The appointment of two (2) full-time employees to the same budgeted permanent position may be authorized by the County Administrator to facilitate training, to make assignments to a position which is vacant due to an extended authorized leave of absence, or in an emergency for a period of one year. The most recently hired dual appointee shall enjoy all the benefits of a permanent employee, except permanent status. Upon return of the initial employee, the most recently hired dual appointee shall be terminated from employment without right of review or appeal.

#### **Article 19. Job Sharing**

The County will make reasonable accommodation for an employee in a permanent position who desires to share his/her job with another qualified employee or eligible person. Jobs may be shared on an hourly or daily basis provided that the combined total scheduled hours does not exceed more than 80 hours per pay period. An employee who works less than 40 hours per pay period shall be not eligible to receive any benefits for which the County pays an insurance premium or membership in the retirement system. Should both employees be scheduled for forty (40) hours each pay period, both employees shall receive 50% of the current cafeteria plan benefit towards their insurance premiums,

provided however, that should one employee waive the cafeteria benefit, the other employee shall receive 100% of the current cafeteria plan benefit towards his/her insurance premiums. All other benefits for job sharing employees shall be as provided in the appropriate Article on a pro-rated basis based upon a total 80 hour pay period.

Each employee shall be notified in writing by the appointing authority at the time of appointment and such notification will clearly define the benefits to which each employee is entitled. Work schedules for job sharers shall be approved in advance by the Department Head with a minimum one week notice for scheduled changes. In the event that one employee terminates, cancels participation or is on leave of absence the remaining employee shall assume the position on a full-time basis until a replacement is available.

### **Article 20. Furloughs**

An employee Furlough Program for employees is hereby established. Under this Program, the County may send employees home in a given fiscal year on a no pay status due to lack of sufficient funds from all available budgetary sources as determined by the Board of Supervisors. To maintain normal operations in any department under the following conditions:

No permanent or probationary employee may be furloughed for more than one day or shift per pay period and no permanent or probationary employee may be furloughed in more than five pay periods per fiscal year.

Employees shall be furloughed in inverse order of seniority in the following order:

- (a) Employees who agree to be furloughed on a voluntary basis
- (b) Relief employees
- (c) Probationary employees
- (d) Permanent part-time employees
- (e) Permanent employees

Permanent and probationary employees placed on a no pay status in the Employee Furlough Program shall continue to accrue and maintain all employee benefits including County paid portion of payments for Health, Life, Dental and Vision Plan. Participation in the Employee Furlough Program shall not affect a permanent or probationary employee's anniversary date.

The County shall not contract with outside firms or persons for work currently performed by County employees who have been placed on a no pay status under the Employee Furlough Program.

### **Article 21. Layoff Procedure**

1. **Definition:** A layoff is the involuntary separation, demotion, or reduction in work hours of a permanent employee without fault of the employee. Layoff applies only to permanent positions. A layoff occurs only when there is a surplus of employees,

a position is to be deleted from the authorized position allocation listing, a position's scheduled work hours are being reduced on a permanent basis, or when funds are withdrawn from a previously funded position or when funds are no longer available.

- 2. Procedure:** Layoffs shall be by classification within a department. The Board of Supervisors has the sole authority to determine the number and classification of positions to be laid off within each department. Prior to any reduction in the work force of permanent employees, all contracted legal services that can effectively be performed by the members of this unit will be terminated, and all relief and probationary employees within the affected classification and department shall be separated. Layoffs will be accomplished by seniority in accordance with the following procedure:

(a) The order of layoffs shall be as follows:

1. Permanent part-time employees, and finally
2. Permanent full-time employees

A permanent full-time employee whose position has been deleted or reduced shall be allowed to exercise his/her option, based upon seniority, to select either a vacant position or to bump into any one of the positions filled by a more junior employee within his/her current classification and department. To be eligible to bump a more junior employee, the senior employee's last performance evaluation must have been rated at least "Meets Expectations".

- (b) In lieu of being separated a permanent employee may elect to demote to any classification within the department in which the employee had previously held permanent status. Such employee shall be placed at a salary step within the lower range that is closest to their prior salary step, but does not exceed it. In no case will the demoted employee be placed above the E step. An employee so demoting shall not displace any employee whose total County service exceeds that of the employee demoting. To be eligible to bump a more junior employee, the senior employee's last performance evaluation must have been rated at least "Meets Expectations".
- (c) Upon recommendation of the Department Head and approval of the Human Resources Manager, an employee may elect to transfer and/or demote in lieu of layoff to a vacant position in any department providing that the employee's skills, knowledge and abilities meet the minimum qualifications for the position sought.
- (d) Any employee replaced by demotion shall have the same rights as set forth above.
- (e) Permanent employees shall be provided a written notice of intended action with the reasons therefor at least ten (10) work days before the effective date of any layoffs.

3. **Exception to Order of Layoff:** Whenever a Department Head believes that the best interest of the service requires the retention of an employee with special qualifications, characteristics, and fitness for the work, the Department Head may request that such employee be exempted from the bumping procedures. Such requests must be in writing and approved by the County Administrator.

In the event all relief employees in a specific classification are laid off, former permanent employees from that classification who are on a reinstatement list will be considered as relief for purposes of filling unanticipated staffing shortages (vacation, illness or special staffing needs). If all employees on the reinstatement list are unavailable or unwilling to report to a relief assignment, the County may utilize relief employees.

#### 4. Reemployment Rights:

- (a) A reemployment list by classification shall be established in the inverse order of seniority. Persons on this list will be afforded first opportunity for appointment to any future employment in said class.
- (b) Such right to reemployment shall be for a period of one year. Said employee, if recalled within that period, will resume employment on the same basis as returning from an unpaid leave of absence. A person declining offered appointment will be stricken from the reemployment list after two (2) refusals.
- (c) After one year, laid off employees will continue to receive full consideration of any such application in light of former service. Nothing in this section assigns any further rights to such persons.

#### Article 22. Seniority

- (a) **Definition.** Employees shall be placed on the seniority list by classification in accordance with the date that they were first hired or promoted into their current classification. Prior service as a relief or intermittent employee does not apply towards seniority.
- (b) **Policy.** The County's policy with regard to seniority shall be as follows:
  - 1. Placement on the seniority list shall not be affected by leaves of absences duly granted for work-related injuries or illnesses.
  - 2. Placement on the seniority list qualifies an employee within his/her department for vacation and days off preference.
  - 3. All things being equal in terms of skill, ability, training, and experience, seniority shall be considered for shift, job, and workstation assignments.

4. Seniority shall only be a factor in assignments where a vacancy exists. A more senior employee may not displace another employee from their shift, job or workstation.

#### **Article 23. Access to Human Resources Records**

Human Resources records are confidential and access to personnel records of an employee shall be limited to the County Administrator or designated representative, County Counsel, Personnel/Risk Management staff, Department Heads or supervisors in the employee's chain of command. An employee and/or the employee's representative, designated by the employee in writing, will be allowed to review, or after payment of the required fee to receive a copy of the employee's human resources records during regular business hours. Persons who do not schedule appointments for reviewing and/or receiving copies of human resources records may be subject to a delay. Matters exempted by law shall be excluded from the right to copy or, where applicable, to inspection by the employee.

Employees shall receive a copy of any document, which is related to performance, placed in the employee's human resources records.

#### **Article 24. Grievance Procedure**

1. **Purpose:** It is the purpose of this procedure to provide a simplified and definite method for Unit employees to resolve grievances they may have in their employment relationships with the County of Tuolumne. The overall policy of this procedure is to provide for the resolution of grievances at the lowest level within the employment hierarchy of the County as is possible without unnecessarily disrupting county functions or services. This procedure shall be liberally construed to effectuate its purpose and shall be viewed by all as a means to enhance the function of the County in providing services to the general public. The use of this procedure in resolving grievances shall not be held against any employee in any manner since the adoption of this procedure gives each employee the right to use it.
2. **Definition of Grievance:** A grievance is a disagreement between County management and an employee, group of employees, or TCDDAA concerning the interpretation, application, or violation of a specific article(s) of this Memorandum of Understanding or established written rules or regulations governing personnel practices. This grievance procedure shall not apply to disciplinary action. All such appeals shall be governed by Article 27 of this MOU.
3. **Time Limitations and Notification:** Time limits are established to settle a grievance quickly. Time limits may be modified only by agreement of the parties. If at any step of this Grievance Procedure, the grievant is dissatisfied with the decision rendered or a decision has not been filed in a timely manner, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure to submit the grievance within

the time limits imposed shall terminate the grievance process and the matter shall be considered resolved.

A formal grievance may be entertained or advanced to any step if the parties jointly so agree, provided that only TCDDAA may initiate the Fifth Step of this procedure.

For purposes of this procedure, notification to a party may be given either personally, or by mail. When notice is mailed to an employee, it shall be sent to the employee's current address of record by registered mail, return receipt requested. The Department Head shall promptly furnish the Personnel Office with a copy of each Notice or Order and a statement showing by whom, the manner and the date the notice or order was served.

4. **Jurisdiction:** The Human Resources Manager shall have the sole authority within the County structure to provide the official management interpretation or application to any and all provisions of this Agreement. The Human Resources Manager, or designee, may represent the department during any step of this procedure. Unit employees may use this procedure, regardless of membership in any employee organization. The decision to use this procedure and any step thereof is solely that of the employee. In using this procedure, however, any employee may choose to be represented by another, including the representative of an employee organization.
5. **Use of County Time:** Reasonable County time, subject to the discretion of the Department Head, may be used in the preparation of a written or oral grievance. County time may be used for the procedure set forth below.
6. **Steps in the Grievance Procedure:** No complaint shall be considered a grievance unless it is presented within twenty (20) calendar days after the employee is aware or should have been aware of the conditions precipitating the grievance. However, under no circumstances will a grievance be processed if the events in the grievance are based on events ninety (90) calendar days or more old as of the written submission.
  - (a) **First Step:** Any employee or group of employees having a grievance shall first discuss the grievance on a personal face-to-face basis with the first line supervisor or the lowest level of supervisor capable of remedying the grievance. This step shall not require a written grievance, but the individual bringing the grievance must clearly state that the matter is a grievance, for which a written decision is requested. Within seven (7) business days the individual so designated shall render a written decision. If the grievant is not satisfied with the decision, the grievant may not later than seven (7) business days after receipt of the decision submit the grievance to the next step.
  - (b) **Second Step:** If a mutually acceptable solution has not been reached in Step 1, the grievant shall submit the grievance in writing to the next level of supervision above the supervisor in step one. The written grievance shall provide a detailed statement of the grievance, including dates, names and

places, applicable MOU article(s) or personnel practices alleged to have been violated, and the specific remedy requested. Within seven (7) business days the individual so designated shall render a written decision. If the grievant is not satisfied with the decision, the grievant may not later than seven (7) business days after receipt of the decision submit the grievance to the next step. Any affected party may appeal this determination directly to a hearing officer or arbitrator provided in Step 5.

- (c) **Third Step:** If a mutually acceptable solution has not been reached, the grievant shall submit the written grievance to the Department Head. The Department Head, or designee, shall personally meet with the grievant as soon as is practicable, but not later than fourteen (14) business days from the presentation of the written grievance, to discuss the grievance and shall render a written decision to the grievant within fourteen (14) business days of such meeting. The Department Head and the appellant may call any witnesses at such meeting in order to reach a decision; any meeting may be continued by the Department Head if necessary; however, the meeting will not be a formal hearing. If the grievant is not satisfied with the written decision, the grievant may not later than seven (7) business days submit the grievance to the next step.
- (d) **Forth Step:** If a mutually acceptable solution has not been reached, the grievant shall submit the written grievance to the Human Resources Manager. The written grievance shall provide a detailed statement of the grievance, including dates, names and places, applicable MOU article(s) or personnel practices alleged to have been violated, and the specific remedy requested. Within seven (7) business days the Human Resources Manager shall meet with the grievant and within seven (7) business days thereafter render a written decision. If the grievant is not satisfied with the decision, the grievant may not later than seven (7) business days after receipt of the decision submit the grievance to the next step.
- (e) **Fifth Step:** If a mutually acceptable solution has not been reached, only TCDDAA may submit the written grievance to the Human Resources Manager with a request that the grievance be submitted to a hearing panel or an arbitrator.

An arbitrator from the California State Mediation and Conciliation Service shall be chosen from a list of five arbitrators supplied by said Association following an alternate striking process. The parties agree to request a list from said department that is comprised of arbitrators in Northern California (defined as north of Fresno). The first strike shall be chosen by lot. The cost of arbitration shall be shared equally by both parties. The term "party" applies to the County, the Association, and to an individual employee who may appeal a disciplinary action without the support of the Association. A request to the Department of Industrial relations for an arbitrator must be made within

45 days of the request for arbitration, or the request will be considered withdrawn.

A hearing panel shall be comprised of one (1) representative of the County Administrator, one (1) representative from the Association, and one neutral member (who may be a mediator) selected by the other two members. The cost of the hearing panel shall be shared equally by both parties.

The hearing shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association. A final decision from the hearing shall be rendered no later than thirty (30) days following the submission of summation statements by the Association and County representatives. If after this thirty (30) days a decision has not been rendered, a penalty of 10% a week will be assessed on the hearing officer/arbitrator's fee. The decision of the hearing panel or arbitrator shall be final and binding on all parties. The selection of the hearing panel or arbitrator excludes the other as an additional avenue of appeal.

## **Article 25. Disciplinary Action**

**Section (1) Definition:** Disciplinary action means an action taken by the County resulting in dismissal, suspension, reduction in salary step for a specified time period or demotion of a permanent employee.

**Section (2) Cause(s) of Action:** An employee with permanent status with the County may be disciplined only for cause. Possible causes for discipline include, but are not limited to, the following:

- (a) Omission or willful misrepresentation of a material fact or other fraud in securing employment including, but not limited to, the following:
  - 1. Falsification of application for work,
  - 2. False information regarding driver's license,
  - 3. False information regarding professional licenses, credentials, or certificates;
- (b) Falsification of an official statement or document;
- (c) Failure to meet work performance standards and requirements;
- (d) Willful or negligent disobedience of any job-related law, ordinance, County rule, or departmental regulation or any superior's lawful order;
- (e) Incompetence;
- (f) Inefficiency;
- (g) Inexcusable neglect of duties;
- (h) Insubordination;
- (i) Dishonesty;
- (j) Improper use of drugs or alcohol including, but not limited to, the following:

1. In possession of, under the influence of, alcohol beverages, while at work or in County work areas,
  2. In possession, in use, under the influence of, or trafficking in habit forming drugs and/or narcotics while at work or on County property. The term "drugs" means controlled substances as defined in Division 10 (commencing with Section 11000) of the California Health and Safety Code;
- (k) Unexcused absence from duty, including, but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slow downs;
  - (l) Conviction of a felony or conviction of a misdemeanor involving moral turpitude; a plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning this subsection;
  - (m) Discourteous treatment of the public or other employees, including but not limited to harassment of any individual based on their race, color, ancestry, religious creed, national origin, disability, medical condition, sex, age, marital status, or any other category so prescribed by law;
  - (n) Misuse of County property or damage to County property resulting from misuse or negligence;
  - (o) Inconsistent, incompatible or conflicting employment activity or enterprise;
  - (p) Violation of a department rule or the ethical rules promulgated by the State Bar;
  - (q) Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the County;
  - (r) Sexual Harassment;
  - (s) Commission of any type of violence in the workplace, regardless against whom it is directed. Violence related to the work place, that is committed off site and off working hours is also subject to severe discipline.

**Section (3) General Provisions:** Except as otherwise provided herein, probationary or relief employees may be dismissed, suspended, reduced in salary step for a specified time period or demoted without right to review or appeal unless otherwise required by law. Probationary employees who have obtained permanent status with the County in another classification shall not be dismissed without following the procedures contained herein.

A Letter of Reprimand is considered to be a disciplinary action. Any employee receiving a Letter of Reprimand may respond in writing to the Letter of Reprimand within thirty (30) calendar days from the date of the Letter of Reprimand. The employee's written response shall be attached to the Letter of Reprimand and placed in the employee's personnel file. The Letter of Reprimand shall not be appealable and does not require the procedures outlined in Sections 5 and 6.

**Section (4) Notice of Proposed Disciplinary Action:** Prior to imposing discipline, the Department Head shall:

- (a) Review the proposed action with the Human Resources Office;

- (b) Prepare and serve a written notice, reviewed by the County Counsel, to inform the employee of the proposed action; the reasons for the proposed action pursuant to Section 2 herein; a copy of charges stating specific incidents or specific courses of conduct; and a copy of all the written materials pertaining to those incidents or course of conduct; and a notice of the right to respond to the proposed discipline either orally or in writing to the Department Head intending to impose the discipline.

**Section (5) Response to Notice of Proposed Disciplinary Action:**

- (a) A permanent employee given notice of intended disciplinary action may, within seven (7) business days after service of the notice, respond to the Department Head, or designee, either orally or in writing. The employee shall not be entitled to a formal hearing with examination of witnesses, but he/she may present statements by himself/herself, written statements of any witnesses and other documentary material. Employee may be represented by another in presenting his response. The Department Head/Skelly Officer shall fairly and impartially consider the employee's response and shall thereafter:
  - 1. Uphold the proposed disciplinary action;
  - 2. Notify the employee that the proposed disciplinary action will not be imposed;
  - 3. Impose a lesser disciplinary action; or
  - 4. Amend the charges
- (b) In the event the Department Head/Skelly Officer substantively amends the intended charges or punishment, a revised notice of proposed disciplinary action shall be provided as stated in Section 4.

**Section (6) Order of Disciplinary Action:** After completing the requirement of Section 5, the Department Head/Skelly Officer shall serve upon the employee an Order of Disciplinary Action in writing stating:

- 1. The nature of the disciplinary action;
- 2. The effective date of the action;
- 3. The causes therefore;
- 4. The specific acts or omissions upon which the causes are based, stated in ordinary and concise language; and
- 5. The right of the employee to appeal.

The effective date of the disciplinary action shall be as provided in the Order of Disciplinary Action.

**Section (7) Disciplinary Action - Minor:** A minor suspension is a suspension for a period of ten (10) business days or less in any twelve month period (or the equivalent reduction in salary step). A Department Head/Skelly Officer considering a minor

suspension shall comply with Section 4 and, if requested, Section 5. After receiving the Order of Disciplinary Action provided in Section 6, the employee may, within seven (7) business days after service of an order imposing a minor suspension, appeal in writing to the County Administrator who shall thereafter conduct such meetings and informal discussions as deemed appropriate. The County Administrator shall make a written decision within fourteen (14) business days affirming, modifying or revoking the order which shall be transmitted to the employee and the Department Head and shall place a copy in the employee's personal history file. In the event the discipline is revoked, all record of the discipline and hearing will be removed from the employee's personnel file. The decision of the County Administrator shall be final and binding.

**Section (8) Disciplinary Action - Maximum:** No disciplinary suspension shall be imposed for any period exceeding thirty (30) calendar days, and the Order of Suspension shall expressly state, in addition to the reasons therefore, the dates of the commencement and expiration of suspension.

**Section (9) Appeal of Order of Disciplinary Action - Maximum:** The employee acted against may, within seven (7) business days after service of the Order, appeal the action of the Department Head/Skelly Officer. An appeal shall be in writing, shall be filed with the Human Resources Office, shall contain an answer to each charge in the Order, and shall designate the requested hearing body as provided in this procedure. As soon as practicable, the Human Resources Office shall set the appeal for hearing before the requested hearing body and notify the interested parties of the date and time of the hearing.

**Section (10) Service of Notice:** For purposes of this procedure, notification to a party may be given either personally or by mail. When notice is mailed to an employee, it shall be sent to the employee's current address of record by registered mail, return receipt requested. The Department Head shall promptly furnish the Human Resources Office with a copy of each Notice or Order and a statement showing by whom, the manner and the date the notice or order was served.

**Section (11) Disciplinary Action - Amendment of Order:** At any time before the hearing, the Department Head may file with the Personnel Office an amended or supplemental Order, which shall be served upon the employee. If an amended Order presents new causes for discipline, the employee shall be afforded all of the procedural safeguards enumerated in Section 4 and Section 5 herein prior to the discipline becoming effective.

**Section (12) Disciplinary Action - Immediate Suspension:** The Department Head may suspend an employee without prior notice if immediate suspension is essential to avert harm to the County or to the public. In such case, the notice of suspension shall inform the employee of his or her right to reconsideration by the Department Head who shall follow the procedures outlined in this Article.

**Section (13) Disciplinary Action - The Hearing:** A permanent employee subjected to discipline greater than that defined as "minor" shall have the option of a hearing either

before a hearing panel or an arbitrator, as provided in Article 26 of this Agreement. In either instance, the decision of the hearing official shall be considered final and binding.

The hearing shall be held in closed session unless the employee notifies the Personnel Office in writing at least two (2) business days prior to the hearing date that he or she desires to have the hearing in public. In any event, the Department Head shall be entitled to have those matters, which constitute complaints against him or her, heard in closed session. Any matters implicating the privacy of other current or former employees, or the safety of employees or county citizens, are also to be heard in closed session. The employee shall have the right to be represented by counsel and to present evidentiary facts. The hearing official may at any time exclude any person who may be a witness in the case under consideration, with the exception of the employee and the departmental representative.

The hearing shall be informal and the hearing official shall not be bound by the rules of evidence governing trial procedure in State Courts. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing other evidence; however, it shall not be deemed sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

In arriving at a decision, the hearing official may consider any prior County disciplinary action including any relevant letters of reprimand filed with the Human Resources Office. The hearing official shall make an official decision either affirming, modifying or revoking the order. The decision shall contain findings of fact which may be stated in the language of the pleadings or by reference thereto. A copy of the written decision of the hearing official shall be transmitted to the Department Head and the Human Resources Manager. The Department Head shall serve a copy of the decision upon the employee.

**Section (14) Disciplinary Action - Burden of Proof:** The burden of proof shall be on the Department Head issuing the disciplinary order. The quantum of proof required to sustain such action shall be a preponderance of the evidence.

**Section (15) Disciplinary Action - Examination under Evidence Code:** At the hearing the employee may be examined under Section 776 of the California Evidence Code. Failure of the employee to appear at the hearing or failure to testify if called as a witness without extenuating circumstances shall be deemed a withdrawal of the employee's appeal and the action of the Department Head shall be final.

**Section (16) Disciplinary Action - Affirmation or Revocation of Action:** The hearing official may affirm or revoke the action taken by the Department Head or may modify such

action to a less severe punishment. The hearing official may order the employee returned to his or her position either as of the date of the punitive action by the Department Head or as of such later date as may specified. If the hearing official revokes or modifies the Order of the Department Head, the appealing employee shall be granted forthwith all rights and privileges pertaining to County service in accordance with the Order of the hearing official.

**Section (17) Disciplinary Action - Use of Competent Recorder:** The hearing official may direct the Personnel Office to arrange for a competent reporter to record the proceedings at the hearing if, in the opinion of the hearing official, such a record is necessary. Any person may purchase all or part of the record provided the request therefore is made within ninety (90) calendar days of the date of service of the final decision on the employee; provided, however, that only the employee, the Department Head or the Human Resources Office shall have a right to purchase a transcript of a hearing held in closed session. A request for the record shall be accompanied by payment of the estimated cost thereof as determined by the Human Resources Manager and the person making the request shall be obligated to pay the full cost prior to delivery of the transcript.

#### **Article 26. Provisions of Law**

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal and State laws and regulations and the current provisions of the County of Tuolumne Code. If any part or provision of this MOU is in conflict or inconsistent with such applicable provisions of those Federal, State or County enactments or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected. If any part or provision of this MOU is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision with the understanding that total compensation to employees under this MOU shall not be reduced or increased as a result of this Article.

The parties hereto agree to refrain from initiating any legal action or taking individual or collective action that would invalidate articles of this MOU.

#### **Article 27. Full Understanding, Modification and Waiver**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, that the understandings arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement for its duration, therefore, constitute the complete and total contract between the County and TCDDAA with respect to wages, hours and other terms and conditions of employment. Any prior or existing Agreement between the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. The parties voluntarily waive the right to meet and confer in good faith with respect to any subject or matter covered in this Agreement, except that the

parties, by mutual agreement, may meet and confer and agree to amend any matter in this Agreement, including compensation; provided, however, that the County may make changes to the personnel rules consistent with rights TCDDAA has to meet with the County prior to implementation of such changes. The County shall not enter into any contract for services that members of this unit formerly performed or could effectively perform unless the parties meet, confer, and agree that the service should be contracted.

All pertinent ordinances and resolutions shall be revised to conform to this Agreement. In the event the County desires to make changes to other ordinances, resolutions, rules and regulations, practices and policies that are within the scope of representation, the County shall give notice to the TCDDAA and provide the opportunity to meet and confer.

All references to the Personnel Rules and Regulations herein refer to such rules and Regulations in effect July 1, 2002 and as modified after meeting and conferring with the TCDDAA.

**Article 28. Term**

The term of this Memorandum of Understanding shall commence at 12:01 a.m. on January 1, 2016 and this Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of June 30, 2021. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. of June 30, 2021 the terms and conditions of this Memorandum of Understanding shall be extended one (1) year or until a successor Memorandum of Understanding is adopted, whichever occurs sooner.

**Article 29. Approval by Board of Supervisors**

This Memorandum of Understanding is subject to approval by the Board of Supervisors. The parties hereto agree to perform whatever acts are necessary, both jointly and separately, to urge the Board to approve and enforce this Memorandum of Understanding.

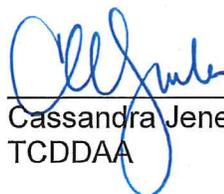
Following approval of this Memorandum of Understanding by the Board, its terms and conditions shall be implemented by appropriate ordinance, resolution or other appropriate lawful action.

Dated: 1/31/17

**COUNTY OF TUOLUMNE**

  
\_\_\_\_\_  
Ann T. Fremd (date) 1/31/17  
Human Resources Manager

**TUOLUMNE COUNTY DEPUTY DISTRICT ATTORNEYS' ASSOCIATION**

  
\_\_\_\_\_  
Cassandra Jenecke (date) 1/31/17  
TCDDAA

Approved as to form:



Sarah Carrillo  
County Counsel

Accepted



Sherri Brennan  
Chairperson, Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

Alicia L. Jamar  
Clerk of the Board

By: 

## INDEX

Administrative Leave	15
Arbitration	25
Attorney Leave	15
Bereavement Leave	15
Cafeteria Plan	6
Compulsory Leave	14
Disciplinary Action	26
Dual Appointments	19
Educational Reimbursement	6
Employee Rights	4
Expense Reimbursement	16
Family Medical Leave Act (FMLA)	13
Furloughs	20
Grievance Procedure	23
Hearing Panel	25
Holidays	10
Hours of Work	5
Job Sharing	19
Jury Duty	14
Layoff	20
Leave Provisions	10
Life and AD&D Insurance	9
Management Rights	3
Military Leave	13
Out of Class Pay	5
Pay Period	17
Personal Leave	10
Personnel Files	23
Probationary Period	17
Promotional Probation	17
Retention Incentive Pay/Longevity	5
Retirement	9
Salary	4
Salary Rates and Step Advancement	17
Seniority	22
Standard Tour of Duty	19
Term	32
Voluntary Time Bank	15