AMENDMENT #6 TO THE 2017 - 2021 MEMORANDUM OF UNDERSTANDING BETWEEN THE TUOLUMNE COUNTY HEALTH CARE UNIT AND THE COUNTY OF TUOLUMNE

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

1. The County and the Heath Care Unit agree to amend Article 3. Salary Adjustments. All sections not specifically listed remain unchanged and in effect. Salary Adjustments is to read as follows.

Section (A): The parties jointly agree that the classifications listed below shall receive the following cost of living adjustment and it shall be applied to the base salary ranges and rates as detailed in Attachment 1 and shall be applicable on the first full payroll following the Board of Supervisor approval.

Classification	Base Wage Increase
Behavioral Health Clinicians	8%
Public Health Nurses	8%
Clinic Registered Nurses	8%
Behavioral Health Worker	5%
Behavioral Health Recovery Counselor	5%
Licensed Vocational Nurse	8%
All other positions not listed	5%

Section (E). Payroll Software is hereby added:

- In light of the 2022 change in County payroll software as described herein, the impact on wages and change to Compensation Plan are the following:
 - i. Background
 - a) Previous Payroll Software: Tuolumne County's current pay structure was established over 20 years ago using People Soft as the software system. There are two terms that have been used to define the salaries for employees, and those are "range" and "step." Each job classification was assigned a "range" number. Within that range are 5 distinct "steps."
 - b) When a pay increase was negotiated, a new range would be applied to the job classification. The People Soft Software was not able to apply true percentages, so "ranges" were used.

Furthermore, the difference between "steps" within a "range" was always intended to be a true 5%. However, since the software could not apply percentages, the actual difference is 5.114% between steps. For example:

Range	Step 1 Amount	Percent of change
400	24.609	
401	24.7321	0.5002%
402	24.8557	0.4998%
403	24.98	0.5001%
404	25.1049	0.5000%
405	25.2304	0.4999%
406	25.3566	0.5002%
407	25.4834	0.5001%
408	25.6108	0.4999%
409	25.7388	0.4998%
410	25.8675	0.5000%

- c) Additionally, each "range" was also intended to be 0.5% greater than the previous range.
- d) On July 15, 2022, Change to Payroll Software: The new HR/Payroll system continues to use the terms "range" and "step." However, the "Range" number now associated with a job code or job description will no longer change with pay increases, but instead will remain constant for each job code/description, and the actual dollar amount under those job code ranges/steps will change as pay increases are negotiated. Therefore, the use of a "range" to define a pay rate will no longer be applicable. Furthermore, increases to the "range" in the new system will be applied as a percentage as opposed to identifying a new pay range for the job classification.
- e) Language in this MOU is modified in the following manner: All reference to "Ranges" are replaced with percentages, and each range equates to 0.5%. Additionally, the corresponding step table is cleaned up by applying the proposed COLA to the current step 5 of each range then working backwards to establish a true 5% between each step. Those at step 1 realize a slightly higher increase then those at step 5. As an example, with a 5% COLA, the actual increases are as follows:

Exp. Range 400	Step 1	Step 2	Step 3	Step 4	Step 5
Current	24.6090	25.8675	27.1904	28.5809	30.0425
5% COLA	25.95184	27.24943	28.6119	30.0425	31.54463
Actual Increase	5.46%	5.34%	5.23%	5.11%	5.00%

2. The County and the Health Care Unit agree to amend Article 13. Leave Provisions. All sections not specifically listed remain unchanged and in effect. Leave Provisions is to read as follows.

Section B (10) Personal Leave Cash Out is hereby added:

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 and up to a maximum of one hundred (100) hours of accrued personal leave in a fiscal year. Employees may cash out leave in any increment at any time four (4) 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 personal leave within the last fiscal year.

The above cash outs can also be applied to an employee's 457 plan deferred contribution account within the legal limits allowed.

Section L: Personal Flex Days is hereby added:

- i. All employees assigned to this bargaining unit shall receive twelve (12) Personal Flex Days to be used annually (i.e. October 2022-October 2023 and October 2023-October 2024).
- ii. Personal Flex Days may be used in lieu of Personal Leave. Personal Flex Days have no cash value and cannot be cashed out. Personal Flex Days must be used annually, and do not carry over into the next year.
- iii. Use of Personal Flex Days must be approved by the Department Head or designated representative.
- 3. The County and the Health Care Unit agree to Amend Article 34. Term to read as follows.

The term of this Memorandum of Understanding shall commence at 12:01 a.m. on October 04, 2022, and this Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of October 03, 2024. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. by, 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.

Section B is hereby added to Article 34:

If, as a result of 2022 successor MOU negotiations with the County's bargaining groups, any of the bargaining groups receive a signing bonus or a number of personal flex days

greater than the Health Care Unit employees currently receive, then the County agrees that no later than one month following Board approval of one of these items, the Health Care Unit employees will receive the same signing bonus or number of personal flex days.

COUNTY OF TUOLUMNE	TUOLUMNE COUNTY HEALTH CARE
	UNIT
Jasen/4 Detagne 10/4/22	mohl Egen 10/3/22
Karen McGettigan Date Deputy/CAO- HR/Risk Manager	Michael Eggener Date Operating Engineers Local 3
Tracie Riggs Date County Administrator	
Approved as to form:	Accepted this 41 day of 0000 2022
Jah Cot 104-72	Challes
Sarah Carrillo Date	Anaiah Kirk, Date
County Counsel	Chair, Board of Supervisors
	I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.
	HEATHER D. RYAN Board Clerk By:
	77.

Health Care Unit
Attachment 1
September 29, 2022

| St | \$2 | S | 83 | રુ | જ | \$2 | \$2 | \$2 | \$2 | \$3

 | £ | \$ | \$3 | £ | \$3
 | જુ
 | £ | \$
 | 83 | \$3 | 95 |
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---|---
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---|
| Step 1 | \$27.3674 | \$30.2382 | \$33.4100 | \$15.8395 | \$17,5010 | \$20.0238 | \$22.1242 | \$20.0238 | \$22.1242 | \$32.1032

 | \$29.6937 | \$22.8694 | \$25.2683 | \$31.8412 | \$35.1812
 | \$32,1032
 | \$35.4706 | \$39.1913
 | \$24.4450 | \$24.4450 | \$57.3570 |
| | | | | | | | | | |

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 | | | |
| Step 5 | \$30.8011 | \$34.0321 | \$37.6019 | \$18.3357 | \$20.2590 | \$23.1794 | \$25,6108 | \$23.1794 | \$25.6108 | \$36,1311

 | \$34.3732 | \$25.7388 | \$28.4387 | \$36.8591 | \$40.7255
 | \$36,1311
 | \$39,9211 | \$44.1086
 | \$28.2972 | \$28.2972 | \$66,3958 |
| Step 4 | \$29.3026 | \$32.3763 | \$35.7725 | \$17.4436 | \$19.2733 | \$22.0516 | \$24,3648 | \$22,0516 | \$24,3648 | \$34.3732

 | \$32,7009 | \$24.4866 | \$27.0551 | \$35,0659 | \$38.7441
 | \$34,3732
 | \$37.9788 | \$41,9626
 | \$26.9205 | \$26.9205 | \$63,1655 |
| Step 3 | \$27.8770 | \$30,8011 | \$34.0321 | \$16.5949 | \$18.3357 | \$20.9788 | \$23.1794 | \$20.9788 | \$23.1794 | \$32,7009

 | \$31,1099 | \$23.2953 | \$25.7388 | \$33,3598 | \$36.8591
 | \$32,7009
 | \$36,1311 | \$39.9211
 | \$25.6108 | \$25.6108 | \$60.0924 |
| Step 2 | \$26.5207 | \$29.3026 | \$32,3763 | \$15.7875 | \$17.4436 | \$19,9581 | \$22.0516 | \$19,9581 | \$22,0516 | \$31.1099

 | \$29.5964 | \$22.1619 | \$24,4866 | \$31.7368 | \$35.0659
 | \$31,1099
 | \$34,3732 | \$37.9788
 | \$24.3648 | \$24.3648 | \$57,1687 |
| Step 1 | \$25.2304 | \$27.8770 | \$30.8011 | \$15.0194 | \$16.5949 | \$18,9871 | \$20.9788 | \$18,9871 | \$20.9788 | \$29.5964

 | \$28.1564 | \$21.0837 | \$23,2953 | \$30.1927 | \$33,3598
 | \$29.5964
 | \$32,7009 | \$36,1311
 | \$23.1794 | \$23.1794 | \$54.3874 |
| Range | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109

 | 120 | 110 | 111 | 112 | 113
 | 114
 | 115 | 116
 | 117 | 118 | 119 |
| Union Code | HCU | HCU | HCC | HC
H | HCU | HCL | HCU | HCU | HCU | HCU

 | HCC | HCU | HCU | HC | HCU
 | HC
 | HCU | HCU
 | HCU | HCU | HCL |
| Classification | Behavioral Health Clinician I | Behavioral Health Clinician II | Behavioral Health Clinician III | Behavioral Health Peer Spec I | Behavioral Health Peer Spec II | Behavioral Health Rec Couns I | Behavioral Health Rec Couns II | Behavioral Health Worker I | Behavioral Health Worker II | Clinic Registered Nurse

 | Infection Preventionist GF | LVNI | LVN II | Nutritionist I | Nutritionist II
 | Public Health Nurse I
 | Public Health Nurse II | Public Health Nurse III
 | Senior Behavior Health Worker | Senior Behavioral Health RecCo | Senior Mid-level Practitioner |
| Job Code | H001 | H002 | H003 | H004 | H005 | H006 | H007 | H008 | 600H | H010

 | H500 | H011 | H012 | H013 | H014
 | H015
 | H016 | H017
 | H018 | H019 | H020 |
| | Classification Union Code Range Step 1 Step 2 Step 4 | Union Code Range Step 1 Step 2 Step 3 Step 4 Step 5 5 step 2 Step 3 Step 5 5 5203011 HCU 100 \$25,2304 \$26,5207 \$27,8770 \$29,3026 \$30,8011 | Classification Union Code Range Step 1 Step 2 Step 3 Step 4 Step 5 Step 3 Step 4 Step 5 Step 3 Step 3 Step 4 Step 5 Step 3 Step 3 Step 4 Step 5 Step 5 Step 7 Step 3 Step 5 Step 6 Step 7 Step 7 | Classification Union Code Range Step 1 Step 2 Step 3 Step 4 Step 5 Step 5 Step 3 Step 4 Step 5 Step 5 Step 3 Step 3 Step 5 Step 5 Step 3 Step 3 Step 5 Step 4 Step 5 Step 5 Step 5 Step 4 Step 5 Step 5 Step 6 Step 7 Step 3 Step 4 Step 5 Step 6 Step 7 Step 7 | Classification Union Code Range Step 1 Step 2 Step 3 Step 4 Step 4 Step 4 Step 3 Step 4 Step 5 Step 4 Step 4 | Classification Union Code Range Step 1 Step 2 Step 3 Step 4 Step 5 Step 5 Step 3 Step 4 Step 5 Step 5 Step 3 Step 3 Step 5 Step 5 Step 3 Step 5 Step 5 Step 6 Step 6 Step 6 Step 6 Step 6 Step 5 Step 6 Step 7 Step 8 Step 8 Step 8 Step 7 Step 8 Step 8 | Classification Union Code Range Step 1 Step 2 Step 3 Step 4 Step 5 Step 1 Step 1 | Classification Union Code Range Step 1 Step 2 Step 3 Step 4 Step 5 Step 6 Step 5 Step 6 Step 6 Step 6 Step 7 Step 6 Step 7 Step 6 Step 6 Step 7 Step 6 Step 7 Step 7 Step 6 Step 7 Step 7 Step 8 Step 8 Step 7 Step 8 Step 7 Step 8 Step 8 Step 8 Step 8 Step 8 Step 8 Step 9 Step 8 Step 8 Step 8 Step 8 Step 8 Step 9 Step 9 Step 9 Step 8 Step 9 Step 8 Step 8 Step 8 Step 8 Step 8 Step 9 Step 8 Step 9 Step 9 | Classification Union Code Range Step 1 Step 2 Step 3 Step 4 Step 5 Step 5 Step 4 Step 5 Step 5 Step 7 Step 1 Step 2 Step 2 Step 2 Step 2 Step 3 Step 4 Step 3 Step 3 Step 4 Step 4 Step 4 Step 4 Step 4 Step 4 Step 3 Step 4 Step 3 Step 4 Step 4 Step 3 Step 3 Step 4 Step 3 Step 3 Step 3 Step 4 Step 4 Step 4 Step 4 Step 4 Step 3 Step 3 | Code Classification Union Code Range Step 1 Step 2 Step 3 Step 4 Step 5 Step 5 Step 5 Step 1 Step 5 Step 3 Step 5 Step 5 Step 5 Step 5 Step 6 Step 6 Step 6 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	Rate El	Rate Effective 10/9/2022	022			Actual Per	Actual Percentage of Increase	Increase
Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4
\$27.3674	\$28.7357	\$30.1725	\$31,6811	\$33.2652	8.47%	8.35%	8.23%	8.12%
\$30.2382	\$31,7501	\$33,3376	\$35.0044	\$36.7547	8.47%	8.35%	8.23%	8.12%
\$33.4100	\$35.0805	\$36.8345	\$38.6762	\$40.6101	8.47%	8.35%	8.23%	8.12%
\$15.8395	\$16.6306	\$17.4628	\$18.3350	\$19.2525	5.46%	5.34%	5.23%	5.11%
\$17,5010	\$18.3751	\$19.2947	\$20.2582	\$21.2720	5.46%	5.34%	5.23%	5.11%
\$20.0238	\$21,0239	\$22,0760	\$23.1784	\$24.3384	5.46%	5.34%	5.23%	5.11%
\$22,1242	\$23,2292	\$24.3917	\$25.6098	\$26.8913	5.46%	5.34%	5.23%	5.11%
\$20.0238	\$21,0239	\$22.0760	\$23.1784	\$24,3384	5.46%	5.34%	5.23%	5.11%
\$22.1242	\$23,2292	\$24.3917	\$25,6098	\$26.8913	5.46%	5.34%	5.23%	5.11%
\$32.1032	\$33.7083	\$35,3937	\$37.1634	\$39.0216	8.47%	8.35%	8.23%	8.12%
\$29.6937	\$31.1768	\$32.7369	\$34.3719	\$36.0919	5.46%	5.34%	5.23%	5.11%
\$22.8694	\$24,0129	\$25.2135	\$26.4742	\$27.7979	8.47%	8.35%	8.23%	8.12%
\$25.2683	\$26.5317	\$27.8583	\$29.2512	\$30.7138	8.47%	8.35%	8.23%	8.12%
\$31.8412	\$33,4315	\$35.1045	\$36.8578	\$38.7021	5.46%	5.34%	5.23%	5.11%
\$35.1812	\$36,9384	\$38.7868	\$40.7239	\$42.7618	5.46%	5.34%	5.23%	5.11%
\$32,1032	\$33,7083	\$35,3937	\$37.1634	\$39.0216	8.47%	8.35%	8.23%	8.12%
\$35.4706	\$37.2442	\$39,1064	\$41,0617	\$43,1148	8.47%	8.35%	8.23%	8.12%
\$39.1913	\$41,1509	\$43,2084	\$45,3688	\$47.6373	8.47%	8.35%	8.23%	8.12%
\$24,4450	\$25,6659	\$26.9502	\$28.2961	\$29.7121	5.46%	5.34%	5.23%	5.11%
\$24.4450	\$25.6659	\$26.9502	\$28.2961	\$29.7121	5.46%	5.34%	5.23%	5.11%
\$57.3570	\$60.2215	\$63.2352	\$66.3933	\$69.7156	5.46%	5.34%	5.23%	5.11%

Step 6 8.00% 8.00% 5.00% 5.00% 5.00% 8.00% 8.00% 8.00% 8.00% 8.00% 8.00% 5.00% 5.00% 5.00% 8.00% 5.00% 8.00% 5.00% 8.00% 5.00% 8.00%

AMENDMENT #5 TO THE 2017 - 2021 MEMORANDUM OF UNDERSTANDING BETWEEN THE TUOLUMNE COUNTY HEALTH CARE UNIT AND THE COUNTY OF TUOLUMNE

The County of Tuolumne and the Tuolumne County Health Care Unit hereby agree to amend the following conditions and terms of the 2017 - 2021 Memorandum of Understanding between the Tuolumne County Health Care Unit (herein after "Health Care Unit") and the County of Tuolumne (herein after "County"). This Amendment is based upon the settlement package proposal as provided to the Health Care Unit on November 4, 2021.

1. The County and the Health Care Unit agree to amend Article 3. Salary Adjustment. All sections not specifically listed below remain unchanged and in effect. Salary Adjustments is to read as follows:

Section A: The parties jointly agree that the classifications listed below shall receive the following cost of living adjustment and it shall be applied to the base salary ranges and rates as detailed in Attachment 1 and shall be applicable on the dates indicated for classifications in this Unit.

<u>Classification</u>	Cost of Living Adjustment
Behavioral Health Clinicians	8%
Public Health Nurses	8%
Clinic Registered Nurses	8%
Behavioral Health Worker	3%
Behavioral Health Recovery Counselor	3%
LVN	3%
All other positions not listed	3%

Section C. Retention Incentive.

Employees in permanent positions who complete specific lengths of continuous County service shall be granted additional compensation per the following table. The salary increase at each step is over and above the salary at the previous level.

Years of continuous County service	Salary Increase
5 years	2.5%
10 years	5%
15 years	10%
20 years	15%
25 years	20%

Section D. Contract Ratification Incentive. This replaces in its entirety Section D that is in the original MOU.

Contingent upon respective membership ratification on or before November 19, 2021, as an incentive to reach agreement and in recognition of a ratification vote, the County will provide a one-time advanced prorated payment based on FTE in the amount of \$1,500 (i.e. .5 FTE = \$750; .75 FTE = \$1,175) the first full pay period following Board approval of the new MOU to OE3 benefited members who are permanent employees, employed at such time of Board approval, and who maintain continuity of operations for the County's critical infrastructure during the COVID-19 pandemic. Although relief classifications are not represented by Operating Engineers Local #3, the County will provide a one-time advanced payment of \$500 the first full pay period following Board approval of the new MOU to OE3 classifications that contain relief employees, employed at such time of Board approval, and who maintain continuity of operations for the County's critical infrastructure during the COVID-19 pandemic.

- 2. The County and the Health Care Unit agree to amend Article 5. Pay Differential to read as follows. All sections not specifically listed below remain unchanged and in effect.
- (d) Certificate/Degree Pay: To broaden personnel through experience, job related specialized training, and academic courses in order to establish and maintain high professional standards, employees are eligible to receive the following differentials for degrees, certificates or registered licenses that are directly applicable to their position and used regularly in their scope of work or allow the County to use an employee to perform a duty normally done by a contractor/consultant but are not required as a condition of employment or a minimum qualification of the position to a maximum of 5%. The Department Head and Personnel Officer must approve the certificate/Degree or License prior to it being obtained. Course work must culminate with a graded test, with either a letter grade or pass/ fail or a performance exercise if required. Employees who at the time of hire have a degree that meets the above criteria shall be eligible for the pay differential. Employees who are in the process of obtaining a degree that meets the above criteria at time of hire shall be eligible for the pay differential upon the award of the degree. Employees who have at the time of hire a certificate or registered license that meet the above criteria shall be eligible for the pay differential.
 - One certificate/Degree or registered license 2.5%
 - Two or more certificates/Degree or registered license 5%
- 3. The County and the Health Care Unit agree to amend Article 7. Call Back to read as follows.

When an employee returns to active duty and the workstation at the request of the Department Head or designee after said employee has been released from active duty and has left the workstation, said employee shall be entitled to call-back compensation.

Special tours of duty scheduled in advance (24 hours' notice) or when employees are called back within two (2) hours of the beginning of a scheduled tour of duty are not call-back hours for purposes of this Article. An employee need not be assigned on-call duty to be entitled to receive call-back compensation.

Call-back compensation shall be paid in the following manner: the employee shall be paid for two (2) hours at straight-time rates for each call-back occurrence, said compensation shall be in lieu of any travel time and expense to and from home and the first or last work contact point. All time actually worked shall be compensated at premium rates.

In the event that a supervisor or authorized employee determines that there is no need for additional work, employees responding to the callback will receive one- and one-half hours pay at straight time.

4. The County and the Health Care Unit agree to amend Article 11. Cafeteria to read as follows. All sections not specifically listed below remain unchanged and in effect.

Section A. Flex Credit Amounts

The available Cafeteria Plan flex credit amounts are as follows:

Coverage Level	Monthly Flex Credit Amount
Non-Exempt Single Employee	\$1,000.00
Employee +1	\$1,694.00
Employee +2	\$2,184.00
Non-Exempt Waived Employee	\$150.00

Section E. Reopeners

The County and the Health Care Unit agree to meet and confer annually to discuss insurance rate increases and changes in the law (e.g. ACA, IRS guideline, etc). Meetings to discuss rate increases will be held as close as possible to the date PRISM rates are annually to discuss rate.

Section F: 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 fifty thousand dollars (\$50,000). No dependent coverage shall be provided by the County. Participation in the Life and ADD&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.

5. The County and the Health Care Unit agree to amend Article 13. Leave Provisions to read as follows. All sections not specifically listed below remain

unchanged and in effect.

Section A: Holidays

1. Fixed Holidays. All employees in permanent positions shall be entitled to the following fixed holidays:

New Year's Day

Martin Luther King, Jr. Day

Presidents' Day Juneteenth

Memorial Day Independence Day

Labor Day

Veterans' Day

Thanksgiving Day

Day after Thanksgiving Day

Day before Christmas

Christmas Day

3. Whenever a permanent employee is required to work on a fixed holiday will received time and one-half for all hours worked and eight (8) hours of floating holiday time.

Section B. Personal Leave

- 10. Vaccine Mandate Incentive: Based upon the approved August 5, 2021, CDPH vaccine mandate or test policy members who are in classifications subject to a CDPH vaccine mandate will receive personal time off in an amount equivalent to one shift per shot. Employees must complete Attachment 2 Vaccine Mandate Incentive Form and forward the form to Human Resources.
- 6. The County and the Health Care Unit agree to amend Article 30. Maintenance of Membership to read as follows. All sections not specifically listed below remain unchanged and in effect.

Payment of dues shall be by payroll deduction. Upon receipt of written certification by the Union that an employee has signed a deduction authorization, the Employer will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by the Union and will remit such dues or fees to the Union. Employee requests to cancel or change deductions must be directed to the Union, rather than Employer. Payroll deductions will cease or be modified upon receipt of written certification from the Union that the employee has revoked or modified the deduction authorization for dues or fees. Payroll deductions for new members authorizing dues deduction will become effective the first of the pay period following Employer's receipt of the written certification of authorization. Revocations or modifications of authorizations will become effective the first of the pay period following Employer's receipt of the written certification of revocation or modification. Neither the Employer nor the Union will discriminate against any unit member because of the exercise of their statutory rights.

6 . Hold Harmless: In accordance with Government Code 1159, the Union agrees to hold the Employer, its elected and appointed officials, employees, and agents harmless from any and all claims, demands, suits or other forms of liability that may arise against Employer for or on account of any deduction made from the wages of such employees pursuant to this Memorandum of Understanding. The Employer agrees to notify the Union as soon as practicable, but no later than three calendar days, of any claim or notice of potential claim it believes to be covered by this provision, however the Employer's failure to meet this three (3) calendar-day timeline will not in any way act to release the Union of its obligations to defend the Employer under this paragraph. The Union shall have the responsibility for defending the litigation, including selecting the legal representation but it shall notify the Employer of proposed counsel and Employer shall have the opportunity to object to proposed counsel. The Union will work collaboratively with the Employer in regard to directing the litigation strategy.

7. The County and the Health Care Unit agree to amend Article 34. Term to read as follows.

The term of this Memorandum of Understanding shall commence at 12:01 a.m. on November 21, 2021, and this Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of November 20, 2022. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. of November 20, 2022, 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.

The provisions of this Agreement shall be binding upon the County and its successors and assigns, and all the terms and obligations contained herein shall not be affected or changed in any respect by the consolidation, merger, sale, affiliation or assignment of the County of any or all of its property, subdivisions, departments or affected or changed in any respect by any change in the legal status of the County.

	COUNTY OF TUOLUMNE	TUOLUMNE COUNTY HEALTH CARE UNIT
	Kim Phon 11/23/21	micha & 11/23/21
	Kim Phipps Date	Michael Eggener Date
	HR/Risk Manager /	Operating Engineers Local 3
	11/23/11	
-01	Tracie Riggs Date	
	County Administrator	Un and
	Approved as to form:	Accepted this day of November, 2021
	Sarah Carrillo Date County Counsel	Byan Campbell Date Chair, Board of Supervisors

HEATHER D. RYAN

AMENDMENT #4 TO THE 2017 - 2021 MEMORANDUM OF UNDERSTANDING BETWEEN THE TUOLUMNE COUNTY HEALTH CARE UNIT AND THE COUNTY OF TUOLUMNE

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

1. The County and the Health Care Unit agree to amend Article 10. Educational Reimbursement to read as follows:

The County of Tuolumne's Educational Assistance Program Policy and Procedures ("Educational Assistance Policy") document as approved by the Board of Supervisors on November 16, 2021 provides non-taxable financial support to employees who pursue professional growth and development through formal higher education. Employees utilizing this section shall follow the procedures and be subject to the terms and conditions spelled out in the Educational Assistance Policy.

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. All other language in Article 10 that is not inconsistent with the terms of this Amendment remain in effect.

COUNTY OF TUOLUMNE		TUOLUMNE COUNTY HEALTH CARE
an Ind	11/3/24	michala Gin 11/3/2/
Ann Fremd	Date	Michael Eggener Date
HR/Risk Manager		Operating Engineers Local 3
Tracie Riggs County Administrator	11/9/21 Date	
Approved as to form:		Accepted this loth day of wenter, 2021
Sarah Carrillo County Counsel	11-9-21 Date	Ryan Campbell Date Chair, Board of Supervisors
Source Source		Oriali, Board of Oupervisors

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

HEATHER D. RYAN Board Clerk

By.

REVISED AMENDMENT #3 TO THE 2017 - 2021 MEMORANDUM OF UNDERSTANDING BETWEEN THE TUOLUMNE COUNTY HEALTH CARE UNIT AND THE COUNTY OF TUOLUMNE

The County of Tuolumne and the Tuolumne County Health Care Unit hereby agree to amend the following conditions and terms of the 2017 - 2021 Memorandum of Understanding between the Tuolumne County Health Care Unit (herein after "Health Care Unit") 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 Health Care Unit agree to amend Article 13. Leave Accruals in addition to the language in the current MOU, to read as follows:

ARTICLE 13. LEAVE ACCRUALS

Section B (4) Personal Time Off (PTO): The waiting period for use of PTO accruals of 1040 hours from date of hire shall be waived during the COVID-19 Declared Health Emergency and the County shall make this leave available immediately. All other language contained in this section shall remain unmodified and the waiting period shall resume upon the lifting of the COVID-19 Declared Health Emergency.

Section K. 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. 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. 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.

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.

Dated:

COUNTY OF TUOLUMNE **TUOLUMNE COUNTY HEALTH CARE** monta Esu Ann Fremd Michael Eggener HR/Risk Manager Operating Engineers Local 3 Tracie Riggs County Administrator

Approved as to form:

Accepted this 4 day of

Sarah Carrillo

Sherri Brennan

10/10/20

County Counsel

Chair, Board of Supervisors

Page 2 of 2 hereby certify that according to the Section 25103, delivery of this document has been made.

HCU Article 13 Leave Provisions Contract Amendment

of the Board

AMENDMENT TO THE 2017 – 2021 MEMORANDUM OF UNDERSTANDING BETWEEN THE TUOLUMNE COUNTY HEALTH CARE UNIT AND THE COUNTY OF TUOLUMNE

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

1. The County and the Health Care Unit agree to amend Article 11. Cafeteria Plan Section A. Flex Credit Amounts to read as follows:

ARTICLE 11. 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 December 20, 2016, 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
Non-Exempt Single Employee	\$1,000.00*
Employee +1	\$1,669.00**
Employee +2	\$2,119.00**
Non-Exempt Waived Employee	\$150.00

*Regardless of the employee's elected coverage level, the first \$850 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.

II: 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 form 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.

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Ann Fremd Date

HR/Risk Manager

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Rigas 12/10/18

Tracie Riggs Date Acting County Administrator

Approved as to form:

Sarah Carrillo County Counsel **TUOLUMNE COUNTY EMPLOYEES/0E3**

Mike Eggener

Date

11/27/18

OE3 Business Representative

Melanie Osterholm-Shepherd

Date

Health Care Unit

Accepted this day of

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.

JAMAR The Board

By:

No. ///0-//9

Filed December 90 . 2016

By James

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 Health Care Unit 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 Health Care Unit.

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

	1.5
ADOPTED BY THE BOARD OF SUPERVISORS OF T	THE COUNTY OF TUOLUMNE ON 😡 👂 💍 2016
AYES:1st Dist. KILMOW	NOES: Dist.
2nd Dist.	Dist.
3rd Dist. ROUGO	ABSENT: Dist.
4th Dist. Shay	Dist.
5th Dist.	ABSTAIN: Dist.
	Kal
CHAIRPERSON OF THE	BOARD OF SUPERVISORS
ATTEST:	No. //le-/6
	No. 114 14
Clerk of the Board of Supervisors	I hereby certify that according to the provisions of Government Code
,	Section 25103, delivery of this
	document has been made.
	ALICIA JAMAR

Hemorandum of Understanding 2017 - 2021



Between the Tuolumne County Health Care Unit and County of Tuolumne

MEMORANDUM OF UNDERSTANDING BETWEEN THE HEALTH CARE UNIT AND THE COUNTY OF TUOLUMNE

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PREAMBLE

It is the purpose of this Agreement to set forth the wages, hours and other terms and conditions of employment for the Health Care Unit (HCU) exclusively represented by Operating Engineers Local No. 3.

Operating Engineers Local No. 3 ("OE3") 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 OE3. 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 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.

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 the Union, 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 A. 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	Range effective 7/1/16	PPD with 1/1/17 2% COLA	PPD with 7/1/17 down to 17%	PPD with 7/1/18 down to 15%	PPD with 7/1/18 2% COLA	PPD with 7/1/19 down to 13%	PPD with 7/1/19 2% COLA	PPD with 7/1/20 down to 10%	PPD with 7/1/20 2% COLA
Behavioral Health Clinician I	366	370	10 11 /0	1070	374	1070	378	385	389
Behavioral Health Clinician II	386	390			394		398	405	409
Behavioral Health Clinician III	406	410			414		418	425	429
Behavioral Health Psychologist	468	472			476		480	720	484
Behavioral Health Recovery Counselor I	308	312	316	320	324	328	332	338	342
Behavioral Health Recovery Counselor II	328	332	336	340	344	348	352	358	362
Behavioral Health Worker I	308	312	316	320	324	328	332	338	342
Behavioral Health Worker II	328	332	336	340	344	348	352	358	362
Clinic Registered Nurse	404	408			412		416	417	421
Juvenile Family Services Therapist	410	414			418	420	424	430	434
Licensed Vocational Nurse I	347	351			355		359		363
Licensed Vocational Nurse II	367	371			375	, ,	379		383
Public Health Nurse I	397	401			405	407	411	417	421
Public Health Nurse II	417	421			425	427	431	437	441
Public Health Nurse III	437	441			445	447	451	457	461
Senior Behavioral Health Recovery Counselor	348	352	356	360	364	368	372	378	382
Senior Behavioral Health Worker	348	352	356	360	364	368	372	378	382
Senior Mid-Level Practitioner	519	523	527	531	535	539	543	549	553

Section B. For purposes of this Agreement, base salary range shall mean the salary range assigned to a specific classification as provided in Section A 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 Table Listing of the County's current Pay Range/Step Table. Paid time shall be based upon the base salary rate with the computation rounded to the nearest cent.

Section C. Retention Incentive.

Employees in permanent positions who complete specific lengths of continuous County service shall be granted additional compensation per the following table. The salary increase at each step is over and above the salary at the previous level.

Years of continuous County Service	Salary increase
10 years	21/2% increase
15 years	Additional 21/2% increase, totaling 5%
20 years	Additional 21/2% increase, totaling 71/2%
25 years	Additional 21/2% increase, totaling 10%
30 years	Additional 21/2% increase, totaling 121/2%

Section D. The Board of Supervisors' goal is to make County salaries equitable with the comparison counties as set forth in the Koff & Associates Classification and Compensation Study dated December 2015 ("the Study"). The Board of Supervisors is committed to collaborating with the bargaining unit to implement the Study over time and as fiscal constraints allow. The Unit acknowledges the Board of Supervisors will meet in good faith with the Unit to work towards implementation of the study over time but should the fiscal situation of the County change the Board of Supervisors reserves the right to modify its goal to meet the needs of the County. This entire statement and the intent of the Board of Supervisors is made without prejudice.

Article 4. Overtime

- (a) Policy. It is the policy of the County of Tuolumne to discourage overtime except when necessitated by abnormal or unanticipated workload situations. It is the responsibility of the Department Head to arrange for the accomplishment of workload under their jurisdiction within the normal tour of duty of employees. Each department shall keep complete and accurate records of all overtime earned in every pay period. The County has the right to require overtime to be worked as necessary. Prior to requiring overtime, the Department Head or designee shall solicit qualified volunteers from within the department. To the extent possible, overtime will be distributed equitably amongst qualified employees within the department.
- (b) Definition. Overtime is defined as hours actually worked in excess of an employees' standard tour of duty of at least eight (8) hours as defined in Article 24, Standard Tour of Duty or forty (40) hours in a workweek. Paid leave shall not be considered as time actually worked for purposes of computing overtime. Overtime shall be reported in increments of full fifteen (15) minutes and is non-accumulative and non-payable in units of less than fifteen (15) minutes. Overtime shall not affect leave accruals.
- (c) Overtime Compensation. Any employee authorized by the Department Head or authorized representative to work overtime shall be compensated at premium rates, i.e. one and one-half times the employee's regular hourly rate of pay. Upon Department Head approval, overtime may be compensated as compensatory time off (CTO). CTO shall be credited at time and one-half. No more than sixty (60) hours shall be accrued. When the employee reaches the sixty (60) hour maximum additional overtime worked shall be compensated in cash. If an employee draws down his or her CTO balance, additional hours may be accrued until the sixty (60) hour maximum is reached. Compensating time off may be taken at the request of the employee and with the approval of the Department Head or designee. Compensating time off will be taken in straight time hours. If an employee is promoted within the same department, the employee may choose

to either cash out accrued CTO or carry over accrued CTO. If an employee is promoted into a new department, all CTO shall be taken or paid at the employee's then current base hourly rate.

- (d) Flexible Work Schedule. Flexible work hours during the employee's standard tour of duty will be allowed only through the use of the CONTRACT TO WORK FLEXIBLE WORK SCHEDULE. A sample copy of the CONTRACT TO WORK FLEXIBLE WORK SCHEDULE is attached hereto as Attachment A. Department Heads have the exclusive authority to set Departmental policy regarding the starting and stopping of work hours for employees working a flexible work schedule.
- **Workweek.** The workweek for purposes of overtime is 12:01 a.m. Sunday to 12:00 p.m. (midnight) the following Saturday.

Article 5. Pay Differential

- (a) Employees who work between 6:00 pm and 7:00 am shall be paid a shift differential of \$3.00 per hour. To be eligible for this differential, the start of shift must start at 2:00 pm or later. The differential applies only to hours actually worked between 6:00 pm and 7:00 am.
- (b) Notwithstanding the above, employees assigned to non-twenty-four hour departments who also do not work most holidays and weekends are not entitled to shift differential pay. Employees who work a flexible work schedule and have signed the Contract to Work Flexible Work Schedule (Attachment A) are likewise not eligible for the differential pay.
- (c) Shift differential does not apply to employees that are designated as on-call.

Article 6. On-call Pay

Employees who are released from active duty but are required by their departments to leave notice where they can be reached and be available to return to active duty when required by the department, shall be assigned to on-call duty. While on on-call duty, an employee shall be free to use the time for his or her own purposes.

On-call duty requires that employees so assigned shall: (1) leave a telephone number where they can be reached; and (2) be able to respond to the worksite within a timeframe not to exceed sixty (60) minutes. On-call time shall not count as hours worked.

Assigned personnel shall receive on-call pay in the amount of six dollars and fifteen cents (\$6.15) per hour for each hour served on on-call duty. Assigned personnel become ineligible for on-call pay once activated to call back status (as defined in Article 7, Call Back).

Article 7. Call Back

When an employee returns to active duty and the work station at the request of the Department Head or designee after said employee has been released from active duty and has left the work station, said employee shall be entitled to call-back compensation.

Special tours of duty scheduled in advance (24 hours' notice) or when employees are called back within two (2) hours of the beginning of a scheduled tour of duty are not call-back hours for purposes of this Article. An employee need not be assigned on-call duty to be entitled to receive call-back compensation.

Call-back compensation shall be paid in the following manner: the employee shall be paid for one and one-half (1½) hours at straight-time rates for each call-back occurrence, said compensation shall be in lieu of any travel time and expense to and from home and the first or last work contact point. All time actually worked shall be compensated at premium rates.

In the event that a supervisor or authorized employee determines that there is no need for additional work, employees responding to the callback will receive one and one half hours pay at straight time.

Article 8. 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 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 Human Resources Manager. 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 9. Merit Incentive Pay

Employees may earn a two percent (2%) merit incentive increase in base pay upon achievement of "exceeds expectations" on their annual performance evaluation. Such two percent (2%) increase expires on the annual anniversary date of the employee unless the "exceeds expectations" rating is maintained. In the event that, through no fault of the employee, an annual evaluation is not completed prior to the employee's anniversary date, the two percent (2%) increase will continue until such evaluation is completed. This incentive pay is only available for employees who have been at the "D" or "E" salary steps of the base salary range for each Classification for one year or more.

The purpose of merit incentive pay is to recognize employees who no longer are eligible for an accelerated increase of two merit steps per Article 22 due to their being at the D or E steps of the their salary range.

Article 10. Educational Reimbursement

The Educational Reimbursement Program shall consist of the reimbursement of fifty percent (50%) of the cost of materials 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 within the time frames established in the program documents unless prior waiver received from the Department Head on the time line. Employees are encouraged to inform the Department Head of his/her intent on submitting a request for education reimbursement by March of each year for attendance in the following fiscal year.

In addition, the County shall grant up to 40 work hours off per fiscal year to personnel in full-time permanent positions and up to 20 work hours off per fiscal year to personnel in half-time permanent positions to attend training approved by their supervisor, including self-study courses, after said employee has successfully completed probation in their current position. Employees who receive such approval shall be allowed to use accrued personal time to attend self-study courses.

The employee shall obtain prior authorization before starting or completing a self-study course. Employees utilizing this section shall follow the procedures spelled out in the County's Educational Assistance Program and be subject to the calendar year reimbursement limit established by the IRS.

The County shall pay the cost of any specialized certification or license for employees whose position classification requires said certificate or license be maintained as a condition of employment (e.g., RN, LVN, MFT, LCSW, LPCC, AOD and Psych Tech)

Computer Loan Program

The County shall establish a non-interest bearing loan program for the purchase of computers and software by individual employees. Loans will be made upon availability of funds in the computer loan fund, on a first come first served basis. Up to a maximum of one thousand five hundred dollars (\$1,500) will be loaned to each participating employee, with a corresponding bi-weekly deduction being made by the employee as reimbursement of the loan principle. The loan period shall be up to two (2) years, with payments being deducted per pay period for a total of fifty-two (52) pay periods. Computers may be either desktop, laptop, or tablets and must be equipped with the minimum software as required for that operating system.

Article 11. 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
Non-Exempt Single Employee	\$1,000.00*
Employee +1	\$1,469.00**
Employee +2	\$1,869.00**
Non-Exempt Waived Employee	\$100.00

*Regardless of the employee's elected coverage level, the first \$900 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 \$100 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 first \$1,000 of any eligible non-exempt employee +1 or employee +2 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.

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 employeeonly, 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.

Employees who waive medical insurance may elect to participate in dental or vision insurance. 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 form 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 D: 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 Employees/OE3's right to meet and confer on the impact of such a decision.

Section E: Reopeners

The County and OE3 agree to meet and confer annually 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 12. 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 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 13. 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

Martin Luther King, Jr. Day

Presidents' Day Independence Day

Memorial Day Labor Day

Veterans' Day

Thanksgiving Day

Day after Thanksgiving Day

Day before Christmas

Christmas Day

- 2. For the purpose of recognizing Holiday Pay, departments and divisions that work seven (7) days per week and do not cease services in order to observe most holidays, will be paid on the recognized holiday e.g. Christmas Day, Christmas Eve, Independence Day and New Year's Day.
- 3. 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.
- **4.** Employees must be in a full paid status for a full shift the last scheduled workday before and the first scheduled workday after a fixed holiday to receive holiday pay.
- 5. 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 current base hourly rate.

Section B: Personal Leave

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

ANNUAL

PERSONAL LEAVE YEARS OF ACCRUAL RATE SERVICE

200 Hours 240 Hours 0-3 years

280 Hours

4-9 years

10 and above years

Employees may not accrue personal leave time in excess of three (3) times their annual personal leave accrual rate, provided that no employee shall lose personal leave to meet the needs of the service.

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.
- Where appropriate, employees shall request personal leave time at least one work week in advance of taking leave. In cases of sickness or emergencies, in twenty-four (24) hour departments the Department Head or designee must be notified at least two (2) hours prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence. In other departments, the Department Head or designee must be notified within one-half (1/2) 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. An emergency is defined as an extended duration illness, a threat to life or property or other event as agreed to with supervisor. 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. For extended absences of three or more full or partial days of unscheduled leave, the employee may be required to provide a doctor's certificate. 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 benefitted 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, provided the employee has completed one thousand forty hours (1040) of service from the employee's hire date. 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. The minimum charge against accumulated personal leave shall be fifteen (15) minutes. 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 request utilization of 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 base rate of pay for 100% of the hours accrued at time of separation from the County.
- 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 personal 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. 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 in accordance with the formula described in paragraph 7 of this Article, 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: 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 D: Leaves of Absence Without Pay

- 1. Leaves of Absence Without Pay. A leave of absence without pay may be granted for a period of not more than thirteen (13) consecutive pay periods to a permanent employee. A request for such leave must be in writing and requires the approval of the Department Head and the County Administrator.
- 2. Administration of Leave of Absence Without Pay.
 - (a) Request. Leaves for purposes described in this Section 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.
 - (b) Return Rights. Leaves 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.
 - (c) Benefits. 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 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 seq.

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 employees who seat as a member of the Civil Grand Jury.
- (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 (1/2) hour prior to the beginning of that day's jury duty and one-half (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 eighty (80) work hours. Administrative leave may be extended with the approval of the County Administrator.

Section I: 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. Hours do not have to be taken consecutively. For this Article only, the definition of immediate family shall include spouse, registered domestic partner, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, grandparent, grandparent-in-law, grandchild, stepson, stepdaughter, stepparent, foster child, foster parent of the employee, in loco parentis, aunt, uncle or any relative living with the family. Registered domestic partners are defined as couples who have a common residence, are not married, are not related by blood, are over eighteen (18) years of age and have registered with the California Secretary of State.

Section J: Voluntary Time Bank

Employees in permanent and 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 probation 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 personal leave only in increments of four (4) hours to the Time Bank in the name of a specific employee. An employee may donate personal 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 personal leave unless it is donated to an employee outside the Health Care Unit in which case it will be donated 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 the employee returns prior to exhausting donated hours, unused horus will not be deducted from the donating employee's accruals.

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 14. Rest Periods/Meal Periods

Employees shall be entitled to rest periods in accordance with the schedule contained herein. Rest periods shall be scheduled in accordance with the requirements of the department. Rest periods shall be considered as time worked. In no case can a rest period be utilized to shorten the work day or lengthen a lunch period by taking the rest period in conjunction with a meal or coming in late or leaving early. Employees required to work beyond their regular tour of duty shall be granted a ten (10) minute rest period for each two (2) hours of such work.

Regularly Scheduled Tour of Duty	No. and Limit of Rest Period
After 3 hours and through 6 hours	One - 15 Minute Rest Period
After 6 hours and through 8 hours	Two - 15 Minute Rest Periods
After 8 hours and through 12 hours	Two - 20 Minute Rest Periods

Each employee working six or more continuous hours in a day shall be assigned a one half hour or a one hour unpaid meal period within an approximately two hour period of the midpoint of their work day. Whether or not the meal period is one hour or one half hour, is entirely at the option of the Department Head.

Employees required by their supervisor to remain at their workstation for lunch will receive time and one half payment for the hour or half-hour that they eat at the

workstation. Employees who choose to eat at their workstation will not receive the overtime payment. Employees who eat lunch with their crew or coworkers due to the lack of any alternative lunch site are not eligible for time and one half payment.

Article 15. 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 in the currently adopted 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 and may be so deducted from the employee's salary. 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 16. Access to Personnel Records

Personnel records are confidential and access to personnel records of an employee shall be limited to the County Administrator or designated representative, County Counsel, Human Resources/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 and/or receive a copy after payment of the required fee of the employee's personnel records during regular business hours. Persons who do not schedule appointments for reviewing and/or receiving copies of personnel records may be subject to a delay. Letters of reference, initial and subsequent County application form(s), and other 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 placed in his/her personnel file, which is related to performance, placed in the employee's personnel records. Written reprimands may be expunged by the Human Resources manager with Department Head concurrence/recommendation upon evidence of sustained corrective performance or behavior. In no event shall such written reprimand be expunged earlier than five years from the date of the event triggering the reprimand. No documents regarding sexual harassment, discrimination or violence in the workplace will be expunged, regardless of sustained corrective behavior. Within seven (7) business days, an employee may appeal the denial by the Human Resources Manager to the County Administrator. This is the sole avenue of appeal under this section. The grievance procedure does not apply.

Article 17. Probationary Periods

The probationary period for permanent positions in this Unit shall be twenty six (26) fully completed pay periods from date of hire. Except as otherwise provided, employees may be dismissed at any time during the probationary period without right of review or appeal, provided that the Department Head shall discuss with the Human Resources Manager any termination prior to advising the employee of same and the employee shall have an opportunity to provide a written response to the Human Resources Manager prior to the effective date of the termination. 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 Human Resources Manager; provided the extension is approved prior to the completion of the original probationary period.

Article 18. 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 CAO) in that classification or a comparable classification. Said return shall only be accomplished if a vacancy exists in the lower level classification.

Article 19. 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 20. 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 at a step at least five percent (5%) more than their current pay rate before being promoted 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 reclassified to a higher level classification, the employee shall be afforded the benefit of their next step increase, as well as the minimum five percent increase, at the time of reclassification.

All step advancements shall be made on the first 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 service, 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.

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

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. An employee shall not receive a two-step increase if he/she is going to be promoted immediately after the proposed step increase.

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 then 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 21. 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 the Union indicating the proposed change prior to its implementation and when the Union requests to meet and confer, the parties shall expeditiously meet and confer regarding the impact the modification or change would have on employees. The above shall not apply when a short term "special tour of duty" is established as described in Article 7 Call Back.

Article 22. 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. 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, or, if a promoted County employee, subject to the provisions of Article 20, Promotional Probation.

Article 23. 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 not be 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; provided, however, that one (1) employee may elect to waive coverage under the insurance program. Should one job sharing employee waive the cafeteria benefit, the other employee shall receive 100% of the current cafeteria benefit, towards their 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 24. 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

In-lieu of being placed on furlough in a no pay status for the second and fourth day in a fiscal year, a permanent employee may elect to be placed on personal leave. 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 the Cafeteria Allowance. 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 25. 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.
- 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 division. Prior to any action by the Board of Supervisors, the Association and the employees potentially affected shall be notified in writing. Prior to any reduction in the work force of permanent employees, all probationary employees within the affected classification and division shall be separated. Layoffs will be accomplished by seniority (see article 31) among permanent employees in accordance with the following procedure:
 - (a) The order of layoffs shall be as follows:

- 1. Relief employees within the effected division, exceptions may be made per paragraph 3.
- 2. Permanent part-time and full-time employees (full-time employees are defined as working at least 64 hours per pay period.)
- (b) In lieu of being separated a permanent employee may elect to bump 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 bumped employee be placed above the E step. An employee so bumping shall not displace any employee whose total County service exceeds that of the employee being bumped.
- (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 bumping 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.
- (f) Permanent part-time employees may be required to become full-time in the event of layoff. If they do not wish to become full-time, they will be subject to the layoff procedure.

3. Exception to Order of Layoff:

Whenever the best interest of the County requires the retention of an employee who possesses a special license or certificate or who possesses specialized skills, knowledge and abilities, the Department Head may request that such employee be exempted from the bumping procedures; provided, however, that such specialized qualifications(s) cannot be readily obtained by a more senior employee, who is subject to lay-off, within one hundred and eighty (180) days. Such requests must be in writing and approved by the County Administrator with the concurrence of the Union.

Certain relief employees will be retained due to special skills and the need to meet the ongoing needs of the division i.e. training. These exceptions will be discussed with representatives of the Health Care Employees' Association but under no circumstances will this be cause for a permanent employee to be laid off.

In the event all relief employees in a specific classification within a division 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 former 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 be encouraged to apply for positions within the County service. Such persons will receive full consideration of such application in light of former service. Nothing in this section assigns any further rights to such persons.

Article 26. 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. In flexibly staffed positions, all time in both classes will be used to determine seniority.
- (b) Policy. The County's policy with regards 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 personal days off preference.
 - 3. For employees assigned to the Crisis Unit in Behavioral Health, the County will endeavor to assign by shift using seniority. However, the training period for new employees shall be assigned to the day shift. The training period shall not exceed six (6) weeks. During this time experienced employees shall be assigned to the swing or grave shifts. Shift assignment shall be done 1) on a voluntary basis and 2) if no volunteer, the employee with the least amount of seniority shall be assigned to the alternate shift.
 - **4.** Seniority shall be a factor in assignments where a vacancy exists. No employee may displace another employee form their shift, job or workstation, except in compliance with Article26, Layoff, of this Memorandum of Understanding.

Article 27. Union Stewards

The Union shall notify the County in writing as to the names of the designated steward(s) and shall notify the County of any changes made to the designated steward(s).

Steward(s) shall be available to Union members during authorized breaks or unpaid time as a resource to discuss employee rights as outlined in this Memorandum of Understanding. Release time for designated steward(s) to meet with management or County representatives shall be reasonable as approved by the steward's supervisor.

Article 28. 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 the Union 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 30 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 the Union may initiate the Fifth Step of this procedure.

For purposes of this procedure, notification to a party may be given either personally, telephonically, or by mail. When notice is mailed to an employee, it shall be sent to the employee's current address of record. Notice by mail shall be deemed to have been completed on the fifth calendar day following deposit of notice with the United States Postal Service. Failure to accept delivery of U.S. mail will not extend the timelines.

- 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. 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 that fourteen (14) calendar days from the presentation of the written grievance, to discuss the grievance and shall render a written decision to the grievant within fourteen (14) calendar 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 after receipt of the decision submit the grievance to the next step.

- (d) Fourth 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 the Union 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.

A hearing panel shall be comprised of one (1) representative of the County Administrator, one (1) representative from the Union, 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. 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 29. 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. Except in cases of serious violation, progressive discipline shall be applied as outlined in the Supervisor's Guideline to Performance Management and Employee Discipline. The County agrees to review and revise as necessary the County Supervisor's Guideline to Performance Management and Employee Discipline specifically to address the application and procedural process during a disciplinary investigation of an employee relative to the Weingarten rights.

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; except for medical treatment as prescribed and does not impair the employees ability to perform the job functions;
- (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;
- (I) 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 of this subsection;
- (m) Harassment of any member of the public or other employees based on their race, color, religion, gender, gender identity or expression, ancestry, national origin, age, genetic information, marital status, sexual orientation, medical condition or disability, amnesty, or status as a covered veteran or usage of family medical care leave or pregnancy leave in accordance with applicable federal, state and local laws;
- (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;
- (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) Failure to meet the requirements of the Department of Transportation Drug Testing Regulations for covered employees; and
- (s) Sexual Harassment.
- (t) 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.
- (u) Abusive absenteeism.

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 the Letter of Reprimand is received. 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.

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 - Skelly Meeting:

- (a) A permanent employee given notice of intended disciplinary action may, within ten (10) calendar days after service of the notice, respond to the Department Head 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:
 - 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 given to the employee as stated in Section 4 herein.

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:
- 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) calendar 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 ten (10) calendar 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) calendar 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 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 ten (10) calendar 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 Human Resources 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 of this Agreement. In either instance, the decision of the hearing official shall be considered final and binding.

The hearing shall be held in open session unless the employee notifies the Human Resources Office in writing that he or she desires to have the hearing 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 of 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 and of 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 be 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 Human Resources 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. The Union or the employee 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. 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 30. Maintenance of Membership

- 1. NOTICE OF RECOGNIZED UNION. The County shall give a written notice to persons newly employed in representation unit classifications advising of the name and address of the recognized employee organization, the fact that the Union is the exclusive bargaining representative for the employee's unit and classification, a copy of the current Memorandum of Understanding, and a copy of the Union's member application. The Union shall receive from the County the names, addresses, telephone number, and email address of all new employees hired with such units. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classifications of the Union for which this Section is applicable provided the employee pays Union dues, a service fee, or a charitable contribution if they qualify under a religious exemption.
- 2. AGENCY SHOP. Except as provided otherwise in this Section, employees in the representational unit shall as a condition of continued employment, become and remain members of the Union or shall pay to the Union a service fee in lieu thereof. Such service fee shall be 100 percent (100%) of the Union dues and initiation fees (hereinafter collectively termed, "service fee") of the Union representing the employee's classification and representation unit.
- 3. **IMPLEMENTATION.** Any employee hired by the County in a classification subject to this Memorandum of Understanding shall be provided notice (see 1 above) advising that the County has entered into an agency shop agreement with the Union based on a secret ballot election on April 20, 2016, wherein the bargaining unit employees voted in agency shop. All employees already employed by the County in a classification subject to this Memorandum of Understanding shall be advised via written notice that they must (1) join the union, (2) remit the service fee or (3) request religious exemption as specified in 4 below. Such notice shall include a form for the employee's signature authorizing payroll deduction of the Union dues or service fees. Employees shall have five (5) working days following the initial date of employment or notice as set forth above to fully execute the authorization form of his/her choice and return said form to the County. If the form is not completed properly and returned within five working days, the County shall terminate the employee for failure to abide by this Section. The County shall terminate any employee who fails to remit their Union dues, service fee, or charitable contribution. The effective date of Union dues, service fee deductions or charitable contribution for such employee shall be the beginning of the first pay period of employment

except that initiation fees shall be deducted in two installments in successive pay periods, beginning with the first pay period.

Prior to the County taking any action to terminate an employee pursuant to this Article, the Union will give the employee ten (10) days' notice to cure any deficiencies prior to sending notice to the County to terminate. The County will immediately terminate an employee's employment only after receipt of a notice letter from the Union advising of the employee's violation of this Article. The appeal rights set forth in Articles 30 (Grievance Procedure) and 31 (Disciplinary Action) are not applicable to any termination action taken under this Article.

The County will notice the Union in writing when a bargaining unit employee enters into a non-paid status. The County will not pay Union dues and/or fees when an employee enters into a non-paid status wherein the employee's leave accruals are exhausted. Upon return to a paid status, the County will notice the Union of the return and will begin deducting Union dues and/or fees. There will be no retroactive deduction of Union dues or fees.

When an employee enters into a non-paid status as a result of being on a protected leave, the County will not terminate said employee based on a violation of this Article so long as the County provided the Union of notice of such non-paid status.

In no event shall the County be required to pay from its own funds, Union dues, service fee or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the circumstances.

- 4. <u>RELIGIOUS EXEMPTION.</u> Any employee of the County subject to this Memorandum of Understanding who is a member of a bona fide religious, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization shall submit a request of exemption directly to the Union and complete the Union's process for religious exemption verification. Those employees granted religious exemption must remit to the Union a charitable contribution equal to the service fee in lieu of Union membership or service fee payment. The employee must remit the charitable contribution to any of the following entities: Operating Engineers Local Union No. 3 Scholarship Foundation, Operating Engineers Community Service Fund, or Make a Wish.
- 5. FINANCIAL REPORTS. The Union shall submit a copy of the annual Hudson Letter and report to the Personnel Manager and shall make copies of such reports available to employees subject to the agency shop requirements of this Section within sixty (60) days after the end of its fiscal year. The Union will make its annual LM-2 filing of financial reports under the federal Labor-Management Reporting and Disclosure Act of 1959 (29 U.S.C. Sec. 401 et seq.) available to the County.
- 6. <u>HOLD HARMLESS.</u> The Union shall indemnify and hold the County, its elected and appointed officials, employees, and agents harmless from any and all claims, demands, suits, or any other action arising directly or indirectly from the actions taken or not taken by or on behalf of the County related to the agency shop provisions herein.

Article 31. New Employee Orientation

The County shall notify the Union, and designated steward(s), of all new hires within the HCU. Stewards shall be allowed fifteen minutes of paid time to meet with the new hire within the first 30 days of employment.

Article 32. 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 33. 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 the Union 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 referred to or 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 the Union has to meet with the County prior to implementation of such changes.

Article 34. Term

The term of this Memorandum of Understanding shall commence at 12:01 a.m. on January 1, 2017 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.

The provisions of this Agreement shall be binding upon the County and its successors and assigns, and all the terms and obligations contained herein shall not be affected or changed in any respect by the consolidation, merger, sale, affiliation or assignment of

the County of any or all of its property, subdivisions, departments or affected or changed in any respect by any change in the legal status of the County.

Article 35. Successor Memorandum of Understanding Negotiations

Both parties agree to meet to begin negotiations for a successor Memorandum of Understanding on February 10, 2021 at 9:30 a.m.

Article 36. Work Disruptions

The Union agrees and acknowledges that work disruptions are detrimental to the responsibility of the Union and its members in providing high quality health care services to the citizens of Tuolumne County. Consequently, neither the Union nor any of its officers, agents or employees, nor Unit employees shall sanction, support, condone or engage in any work disruption during the term of this Agreement. Work disruptions include, but are not limited to: strike, mass absenteeism, sick-out, sit-down, stay-in, speed-up, or slowdown in any operation, or any curtailment of work, disruption or interference with the operations of the County, or any sympathy strike or secondary boycott.

The parties shall endeavor to discourage any such work disruptions and the parties acknowledge that participation of any employee in such a work disruption is grounds for disciplinary action, including termination. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. Nothing contained herein shall preclude the County from obtaining judicial restraint and damages in the event of a violation of this Article.

Article 37. 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: 12/15/16

COUNTY OF TUOLUMNE

Ann Fremd, HR Manager

HEALTH CARE EMPLOYEES ASSOCIATION

Michael Eggener, OE3

Donna Villanueva

12/14/16

Accepted this:

Karl Rodefer

Chair, Board of Supervisors

APPROVED AS TO LEGAL FORM:

Sarah Carrillo, County Counsel

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

ALICIA L JAMAR

Leah Dowie

Melanie Osterholm Shepherd

William Carter

ATTACHMENT A CONTRACT TO WORK FLEXIBLE WORK SCHEDULE

WHEREAS,	it is well recognized that employee productivity, and morale improve when work schedules can be adjusted to suit the individual;
WHEREAS,	the County and the Department must adhere to state, county, and Memorandum of Understanding requirements;
WHEREAS,	the County must ensure its commitment to public service is met; and
WHEREAS,	the County is desirous to provide a work environment reflective of the individual employees needs as well as the County and Department's needs.
NOW, THEREF	FORE the County and the EMPLOYEE agree as follows:
the reg regular (hereir 80 sche	(hereinafter "EMPLOYEE") may vary his/her working schedule by starting opping at different times during the workweek. Starting shall be no earlier than hours prior to ular business hours of the Department. Stopping shall be no more than hours following business hours of the Department. OR after "EMPLOYEE") may work a "9-80" schedule with the approval of their Department Head. A 9-edule will consist only of eight (8) nine (9) hour days and one eight (8) hour day over a two week pay Within a 9-80 schedule an employee will not earn overtime pay unless they exceed 80 hours in a riod.
2. The De EMPLOYEE.	partment Head and the EMPLOYEE shall agree to the flexible hours to be worked by the
3. EMPLC regardless of E order to attend.	DYEE must attend all scheduled staff meetings, training sessions, and other mandatory functions MPLOYEE's flexible schedule. Therefore, EMPLOYEE may be required to alter his/her schedule in
4. Flexible schedule chang	e work schedules shall ensure that adequate coverage is maintained to meet service needs and that ges will not adversely affect the delivery of services.
5. EMPLO understanding.	DYEE is entitled to rest periods and lunch breaks as provided in the appropriate memorandum of Breaks may not be skipped to shorten the workday or be carried over to another day.
6. A Time Department.	Log shall be kept by EMPLOYEE and submitted with official time records if required by the
7. A flexib shall result in th	le work schedule is an employee privilege. Unsatisfactory performance and or abuse of the privilege le loss of the flexible work schedule by EMPLOYEE.
his/her time in c	DYEE acknowledges that the Department may in certain circumstances require EMPLOYEE to flex order to meet Department needs. The County will endeavor to keep such disruptions of work schedule to a minimum.
9. Either to written notice to	he County or EMPLOYEE may terminate this Contract by providing one (1) complete pay period the other.
10. Nothing	in this Contract shall supersede any provisions in any Memorandum of Understanding.
IN WITNESS WHEREOF, the Employee and the County have entered into this Contract on the day of, in Sonora, California, County of Tuolumne.	
EMPLOYEE	COUNTY
Name:	By:By:
	Denartment Head

Signature: