



RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TUOLUMNE

WHEREAS, the County desires to implement sections 3500 - 3510 of the California Government Code (the Meyers-Miliias-Brown Act, or "MMBA"), as amended for the establishment of uniform and orderly methods of communication between employees and the public agencies by which they are employed; and

WHEREAS, the County desires to amend its local rules and regulations governing employer - employee relations to ensure they are updated and consistent with recent amendments to the MMBA; and

WHEREAS, the County has provided notice of this employee relations resolution to all affected employee organizations, and all organizations have had the opportunity to meet and consult regarding the contents of this resolution pursuant to the MMBA;

NOW, THEREFORE, BE IT RESOLVED that the County hereby adopts these policies governing employer-employee relations pursuant to the MMBA:

1. Purpose: The purpose of this Resolution is to update and improve the County's rules and regulations governing labor relations. This Resolution supersedes all previous employer-employee resolutions. This Resolution shall not override provisions in existing memoranda of understanding nor any portion of the Meyers Miliias Brown Act (Government Code Sections 3500-3510) that expressly conflict with this Resolution.

2. Definitions: As used in this Resolution, the following terms are defined as follows:

a. "Bargaining Unit" means a unit of employee classifications and/or positions recognized by the County.

b. "Certify" means the process by which the Board of Supervisors formally acknowledges an employee organization as the exclusive representative of a bargaining unit.

c. "Confidential Employee" means an employee who could reasonably have access to information that could affect employer-employee relations.

d. "County" refers to the County of Tuolumne and, where appropriate, the Board of Supervisors or any duly authorized County representative.

e. County Administrator as described in section 2.12.100 of the County's Ordinance Code is also the County's Personnel Officer and Employee Relations Officer.

f. "Day" means calendar day unless expressly stated otherwise.

g. "Employee" means any person employed by the County, except:
(1) elected officials; and (2) persons appointed by the Governor, State of California.

h. "Employee Organization" means any organization which includes employees of the County, and which has one of its primary purposes representing such employees in their labor relations with the County.

i. "Impasse" means a deadlock in negotiations concerning matters within the scope of representation.

j. Management or Managerial Employee means an employee who formulates and effectuates County policies by expressing and making operative the decisions of the County, or who is substantially involved in developing and implementing County management policies.

k. "Memorandum of Understanding" (or "MOU") means a written agreement between the County and the recognized employee representative regarding wages, hours and working conditions within the scope of representation as described in Section 3505.1 of the Meyers Milias Brown Act. MOUs and each of their provisions shall not be valid or enforceable unless and until adopted by the Board of Supervisors.

l. "Notice" means depositing the information at issue, properly addressed with correct postage for first class delivery, in a United States Postal Service (USPS) facility. Unless otherwise specified in this resolution, or otherwise agreed between the affected parties in writing, notice shall be complete upon deposit in a USPS mailbox or facility.

m. "Recognized Employee Representative" means an employee organization which has been formally recognized by the County as the exclusive representative of a bargaining unit or units for purposes of meeting and conferring on matters within the scope of representation under the MMBA.

n. "Scope of representation" shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment (as described in Section 3504 of the Meyers Milias Brown Act); provided, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order, or any other matter excluded by applicable case law or statute.

o. Supervisory Employee means any employee having authority, in the interest of the County, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline one or more other employees; or to recommend such actions; or to direct or supervise them; or to adjust or advise regarding grievances.

3. County Management Rights

Unless specifically in conflict with any MOU, the Public Safety Officers Procedural Bill of Rights Act, or the MMBA, all management rights shall remain vested exclusively with the County. County management rights include but are not limited to:

a. The right to determine the mission of its agencies, departments, institutions, boards and commissions;

b. The right of full and exclusive control of the management of the County; supervision of all operations; determinations of methods, means, location and assignments of performing all work; and the 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 employees, including establishment of service levels, appropriate staffing and the allocation of funds for any position(s) within the County;

d. The right to review and inspect, without notice, all County-owned facilities and/or property, including without limitation desktop computers, work areas and desks, email, computer storage drives, voicemail systems, filing cabinets and systems and excluding but not limited to personal items such as briefcases, backpacks and purses;

e. Subject to legal requirements the right to change or introduce different, new or improved operations, technologies, methods or means regarding any County work, and to contract out for work;

f. The right to establish and modify qualifications for employment, including the content of any job classification, job description or job announcement, and to determine whether minimum qualifications are met; provided, this right shall not constitute a waiver of the right to meet and confer regarding changes to job duties affecting existing County employees or any rights under any applicable Memorandum of Understanding

g. The right to establish and enforce employee performance standards;

h. The right to schedule and assign work, make reassignments and assign overtime work;

i. The right to hire, fire, promote, reassign, transfer, release, discipline, layoff, terminate, demote, suspend or reduce in step or grade, all employees;

j. The right to establish and modify bargaining units;

k. The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear, respond truthfully and cooperate in good faith regarding any County administrative investigation; and

1. The right to maintain orderly, effective and efficient operations.

4. Employee Rights

Unless specifically in conflict with a MOU, all employees shall enjoy the following rights:

a. The right 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 to refuse to join or participate in the activities of employee organizations, and to represent themselves individually in their employment relations with the County.

c. The right to be free from interference, intimidation, restraint, reprisal, coercion, or discrimination because of exercising rights specified in this section.

5. Bargaining Units

The County Administrator/Personnel Officer (which includes any authorized designee), representing the Board of Supervisors, shall designate and maintain a description of all current bargaining units in the County. The County Administrator shall have the management authority to form and define reasonable bargaining units, and to modify bargaining units based on the procedures specified in this resolution. In determining bargaining unit composition, including initial formation and subsequent modification, the County Administrator shall consider the following criteria that are not necessarily listed in order of importance:

a. Community of interest among employees, and avoiding actual or potential conflicts of interest within the bargaining unit;

b. Historical relationships including the organizational structure and collective bargaining;

c. The effective delivery of services;

d. The application and consistency of wage, hour and benefit packages (including retirement benefits) within the bargaining unit;

e. Specific legal requirements, such as the rights of public safety and professional employees to form their own bargaining units;

f. Employee rights to freely choose labor representatives according to their preference; and

g. The interest of broad-based units, composed of the largest number of employees having a reasonable community of interest.

6. Certification as Exclusive Bargaining Representative

a. Elements of Petition:

An employee organization seeking recognition as an exclusive representative of a bargaining unit shall file with the County Administrator a written petition for certification, which shall include:

- (1) The complete name and street address of the organization;
- (2) The names, titles, mailing addresses, and telephone numbers of the organization's officers;
- (3) The names, addresses and telephone numbers of those persons who are authorized to represent the organization;
- (4) The name(s) and address(es) where notices from the County to the organization may be sent;
- (5) A statement that the organization has no restriction on membership and does not discriminate based on race, color, creed, national origin, sex, age, disability, sexual orientation or political affiliation.
- (6) A statement that the primary purpose of the organization is to represent employees in the County on matters concerning wages, hours and other terms and conditions of employment.
- (7) A statement whether the organization is affiliated in any manner, directly or indirectly, with another organization (for example as a local or chapter of a national or international parent union), and, if so, the name and address of the affiliated organization.
- (8) Copies of the employee organization's constitution and by laws, accompanied by a statement of authenticity.
- (9) Authorization cards demonstrating support for the petition, signed by thirty percent (30%) or more of the employees within the bargaining unit, that are dated no later than six (6) months earlier than the date of the petition, and which appear authentic to the satisfaction of the County Administrator.
- (10) A request that the Board of Supervisors certify the petitioner as the exclusive bargaining representative for those employees in the bargaining unit(s) at issue.

The County Administrator may provide appropriate forms for such petitions.

b. Response to Petition:

Within 30 days after receiving a petition, the County Administrator shall determine whether the petition contains the necessary elements demonstrating the requisite showing of interest. If the petition is defective in some respect, the County Administrator may reject and return it, with a brief explanation. Alternatively, the County Administrator may retain the petition, and permit the petitioner to cure the deficiencies promptly.

c. Notice

After the County Administrator determines that a petition meets the requirements under this resolution, the County Administrator shall provide notice that a petition has been filed to: (1) all employees in the bargaining unit at issue; (2) all recognized employee organizations; and (3) the Board of Supervisors.

d. Elections

Elections shall be conducted in accordance with the provisions of section 7 herein, unless sufficient signatures are provided pursuant to Section 3507.1(c) of the Meyers Milias Brown Act and 7.1. of this resolution and there is no question as to whether another employee organization is the exclusive or majority representative.

e. Certification

The County Administrator shall provide notice of the election outcome to all affected employee organizations and the Board of Supervisors. For petitions to certify, the Board of Supervisors shall certify the prevailing organization, if any, as the exclusive bargaining representative for the bargaining unit(s) at issue.

7. Elections

The following procedures are applicable to elections, except as specified herein:

a. Elections will be conducted by the County Administrator. Alternatively, the County Administrator has the discretion to appoint another County official, or third party neutral, to conduct the election if he deems it necessary or an employee or employee organization requests it prior to the election. The County Administrator may take reasonable measures, not in conflict with this resolution or applicable law, to ensure the integrity of elections.

b. The County Administrator has the discretion to refer the election matter at issue to a state agency such as the State Mediation and Conciliation Service (SMCS), or the Public Employee Relations Board (PERB), for handling.

c. In order for an election to be held, petitions to certify or decertify a recognized bargaining representative, or to rescind an agency shop provision, must be accompanied by cards showing that the petition at issue is supported by thirty percent (30%) or more of the employees in the bargaining unit.

d. Challenges to certification petitions may be initiated by other employee organizations providing: (1) the challenging organization provides the information contained in section 6.a (1) - (8) of this resolution; (2) the challenging organization produces cards demonstrating that at least ten percent (10%) of employees in the bargaining unit subject to the petition support the challenge; and (3) the challenge must be initiated within thirty (30) days after the County gives notice of a

petition for certification. If the challenging organization meets these requirements, the organization will also be included in the election.

e. The County Administrator shall exercise his discretion to verify the authenticity of cards and signatures.

f. Elections will be conducted by secret ballot. Over fifty percent (50%) of the employees in the affected bargaining unit must participate in the election in order for the election to be certified. Elections will be determined by a simple majority vote (fifty percent plus one) of those employees' casting votes.

g. Ballots shall contain the choice "no representation."

h. If no representative receives a majority of the votes, the County Administrator shall conduct a runoff election between the two (2) choices receiving the most votes.

i. Except for initial elections regarding certification of an exclusive bargaining representative, costs of elections shall be borne equally among the County and the employee organizations appearing on the ballot.

j. Elections concerning the proposed decertification of an exclusive bargaining representative may be held no sooner than twelve (12) months following the date the County certified and recognized the bargaining representative as the exclusive bargaining representative for the bargaining unit(s) at issue. Petitions to decertify an employee organization previously recognized as the exclusive bargaining representative of a bargaining unit may be filed during the thirty (30) day period commencing 120 days prior to the expiration of the applicable MOU, provided that the MOU has been in effect three years or less. For MOUs in effect longer than three years, such petitions to decertify may be filed during the month of March every year after the third year of the MOU.

k. No more than one vote to rescind an agency shop agreement may be taken during the life of a MOU which provides for agency shop.

l. Notwithstanding the procedures in this resolution, the County shall grant exclusive recognition to an employee organization based on a signed petition, authorization cards, or union membership cards showing that a majority of the employees in a bargaining unit determined appropriate by the County desire the representation, unless another labor organization has previously been lawfully recognized as exclusive or majority representative of all or part of the same unit. Exclusive representation shall be determined by a neutral third party selected by the public agency and the employee organization who shall review the signed petition, authorization cards, or union membership cards to verify the exclusive or majority status of the employee organization. In the event the parties cannot agree on a neutral, the parties shall utilize the services of State Mediation and Conciliation. In the event the neutral third party determines, based on a signed petition, authorization cards, or union membership cards, that a second labor organization has the support of at least 30 percent of the employees in the unit in which recognition is sought, the neutral third party shall order an election to establish which labor organization, if any, has majority status

8. Bargaining Unit Modifications

Bargaining unit modifications may be initiated by: (a) the County; (b) a group of employees; or (c) a recognized employee representative.

a. County initiated unit modifications: The County may initiate modification of its unit structure, including the creation of new units, or the reallocation of classifications from one bargaining unit to another bargaining unit. The County shall provide notice to all affected employee organizations, and to each employee who may be affected by the proposed change. Before implementing any modification or reallocation, the County shall provide the opportunity to meet and confer, to the extent required by law, with affected, recognized employee representatives. If a recognized employee organization affected by a unit modification objects to a County initiated unit modification, the parties will attempt to resolve the matter through mediation or other mutually agreeable process. Allegations that a party has violated this EERR, may thereafter be resolved by following the appeal process outlined in section 9.f of this EERR.

b. Employee and union initiated modifications: An employee, group of employees or a recognized employee organization may request that a unit be modified, or that one or more classifications be reallocated to a new or existing bargaining unit. The County shall provide notice to all affected employee organizations upon receipt of such a request. The request must be accompanied by cards, dated no later than six months earlier than the request, showing that at least fifty percent (50%) of the employees in the new proposed unit, or thirty percent (30%) of the employees in the classification(s) proposed to be reallocated to another bargaining unit, support the request.

(i) The Assistant County Administrator may exercise discretion to deny the request in the event the criteria listed in section 5 of this resolution suggest to the County Administrator that the modification or reallocation is inappropriate. The County Administrator shall provide notice of the rejection to all recognized employee representatives promptly after such determination.

(ii) If the Assistant County Administrator determines that the modification or reallocation is consistent with the criteria listed in section 5, the County Administrator shall further process the request. If the County Administrator determines that a new unit or reallocation is appropriate, the County Administrator shall provide notice to all recognized employee representatives in the County. If no protest is filed within thirty (30) days, the County Administrator shall promptly reassign affected classifications to the new unit, or reallocate the classifications to an existing bargaining unit. In the event of an assignment to a newly created bargaining unit, the County Administrator shall also notify the employees of their rights under this resolution, including the right to select a representative of their choice for the purpose of meeting and conferring with the County regarding wages, hours and working conditions under the MMBA.

(iii) Within thirty (30) days of notice regarding the Assistant County Administrator's determination to modify a bargaining unit, or reallocate classifications, an affected recognized employee representative may submit a protest to the County Administrator's office. The protest must include the following in order to be considered: (a) the

name, address and telephone number of the protesting representative; (b) the facts and arguments supporting the protest; and (c) the proposed resolution. Upon receipt of a protest, the County Administrator shall meet and confer to the extent required by law. If there is no resolution, the dispute shall be submitted to the California State Mediation and Conciliation Service ("CSMCS") for mediation. If CSMCS is unable to achieve resolution, the matter shall be referred to the County Administrator for final written decision and notice to all affected parties.

(iv) Recognized employee organizations may process appeals through section 9.f of this EERR.

c. Timing: Unless required by law, unit modifications or reallocations may not be initiated sooner than twelve (12) months following the date of any memorandum of understanding which covers the classifications proposed to be reallocated or moved from the bargaining unit; provided, however, such petitions must be filed during the thirty (30) day period commencing 120 days prior to expiration of a memorandum of understanding that has been in effect three years or less. Petitions may be filed at any time when no MOU is in effect, or during the month of March every year after the third year of the MOU for MOUs in effect longer than three years.

d. Employment Terms In The Event of Modified Unit: Employees who are covered by a MOU in effect at the time they are assigned to a new or modified unit shall receive those wages and benefits covering the new or modified unit. The County shall provide the labor organization representing the new or modified unit an opportunity to meet and confer concerning the wages and benefits for new classifications allocated during the term of a MOU.

e. Assignment of Classifications: Upon the creation or amendment of an employment classification, the County shall assign the classification to a bargaining unit, with notice to all affected recognized employee representatives. Any affected employee representative may file a protest with the County Administrator within 14 working days of receiving notice of the assignment. If no protest is received, the assignment shall be final. If a timely protest is received, the County Administrator shall meet and confer to the extent required by law. The County Administrator shall then issue a final decision, and give notice to all affected parties.

9. Rights and Responsibilities

a. Meet and Confer:

An exclusive bargaining representative shall have the right to meet and confer in good faith with authorized representatives of the County regarding wages, hours and working conditions within the scope of representation, as described in sections 3504 and 3505 of the Meyers Miliias Brown Act. If an agreement is reached, the parties shall jointly prepare a written MOU, which shall not be binding, and present it to the Board of Supervisors. If the Board of Supervisors adopts the written MOU, it shall become binding on the parties. The County is under no obligation to meet and confer with an employee organization, unless it has been certified as a recognized employee representative.

b. Current Information:

Recognized employee representatives have the responsibility to inform the County Administrator, in writing, of any changes in the information specified in section 6a(1) - (8), and the County may rely on its information on file for purposes of notice under this resolution.

c. Release Time:

During the period of meet and confer regarding a memoranda of understanding, recognized employee representatives shall be entitled to a reasonable number of representatives who may receive paid release time during the period when negotiations are occurring at the table. The precise number shall be subject to negotiation when ground rules are established. Employee representatives shall cooperate with the County on a reasonable schedule, and the employees released for negotiations shall notify their supervisors, obtain their consent and ensure that the dates scheduled for negotiations do not adversely affect County operations. Release time may not be authorized for activities such as soliciting membership, campaigning for office or other political activity, organizing efforts, or for any other purpose not authorized by this resolution or a MOU.

d. County Resources:

Access to County work locations and the use of County paid time, facilities, equipment and other resources by exclusive recognized employee organizations shall be authorized only to the extent provided for in a Memorandum of Understanding and/or administrative procedures and shall be limited to activities pertaining directly to the employer-employee relationship and shall not interfere with the efficiency, safety and security of County operation. Access to and use of County paid time, facilities (during normal business hours), equipment, and other resources shall not be authorized for such activities as: soliciting membership, campaigning for office, organization elections, or other similar activities.

e. Dues and Other Authorized Payroll Deductions:

Recognized employee representatives may sponsor payroll deduction programs for membership dues, charitable causes and benefit premiums and contributions. In order to participate, each affected employee must submit a written authorization on a form prescribed by the County Administrator. Deductions shall comport with County administrative procedures.

f. Appeals:

(1) An employee or labor organization aggrieved by any action taken pursuant to this resolution may submit an appeal to the County Administrator. The County Administrator may adopt reasonable procedures, after appropriate meet and consult, to resolve such appeals. To be considered an appeal must allege that the County: (1) has violated a specific provision of this resolution; or (2) has applied the resolution in a manner that violates an applicable law. Appeals must be submitted and appeal procedures exhausted before resort to any other forum, so that: the underlying facts may be gathered; an appropriate record may be created; and the County is provided a reasonable opportunity to correct or remedy complaints. No other grievance or appeal procedure in the County may be utilized to address issues covered by the process outlined in this section

unless such action is appealable under an existing Memorandum of Understanding. Charges shall be filed with the Office of the County Administrator within six months of the alleged offense, or the charge shall be barred. Final decisions by the County Administrator, if not appealable under an existing MOU, may be pursued as unfair labor practice charges as permitted under PERB procedures and applicable law. Unfair labor practice charges shall include alleged violations of the MMBA or this resolution. To the fullest extent permitted by law, where there is a dispute involving peace officers brought by or against peace officers or their representatives, or the County which parties have access to arbitration under section 9.f(2) below, such dispute shall be resolved by the appeal process set forth in section 9.f(2).

(2) With respect to peace officers who may not avail themselves of the processes for resolving alleged unfair practices before the Public Employment Relations Board, alleged unfair labor practices may be resolved by binding arbitration as specified in this section. Charges of unfair practices may be initiated by a peace officer, the recognized labor organization representing such peace officer(s), or the County. Charges shall be filed with the Office of the County Administrator within six months of the alleged offense, or the charge shall be barred. Charges shall contain factual allegations and specify: (1) that a person, union or agency has violated a specific provision of this resolution (and identify the section at issue and the facts alleged to violate the section); or (2) that a person, union or agency has applied the resolution in a manner that violates the MMBA (and identify the section at issue and the facts alleged to violate the section). With respect to charges by individuals or their recognized labor organization, the County Administrator shall conduct an investigation to determine whether a party has engaged in an unfair labor practice and shall advise the parties of the determination and, if appropriate, shall recommend corrective action, and/or the imposition of penalties. With respect to charges by the County, the recognized labor organization shall conduct an investigation and shall advise the County whether, and if so, how it proposes to remediate the issue. If any party is dissatisfied with the outcome, the party may submit the matter to binding arbitration. Notice of a decision to submit the matter to binding arbitration must be provided within thirty days of the date of the other party's proposed determination to resolve the charge, or the right to arbitration or further review is waived. Arbitrators shall be selected by mutual agreement, or from a list of five neutral arbitrators supplied by the American Arbitration Association or the California State Mediation and Conciliation Service. Arbitrators shall be selected from the list by alternative strike-off procedure, with the first strike determined by lot. The arbitrator shall have the authority to issue cease and desist orders, and other "make whole" remedies available in PERB proceedings, and shall have no authority to make other damages awards such as pain and suffering or punitive damages awards. The arbitrator shall also have the authority to equitably allocate the costs of the arbitration between the parties. The arbitrator's decision shall be final.

10. Impasse Resolution Procedures

a. Impasse Meeting: If impasse is reached during negotiations concerning a memorandum of understanding, either party may declare an impasse by submitting a written letter formally declaring an impasse. The declaration of impasse must contain the following elements: (a) a list of all tentative agreements, if any; (b) a list of all disputed issues; (c)

for each disputed issue, the declarant's last and final offer. The party against whom the impasse is declared shall submit a formal response within seven (7) working days of notice of impasse, and shall meet within seven (7) working days thereafter.

b. Submission of Proposal: If no agreement is reached, either party may package a final proposal and the other party must submit the proposal for consideration in private by the union's membership (in the case of a final County proposal); or the Board of Supervisors (in the case of a final union proposal). The parties must exchange the results promptly after the proposal is submitted to and considered by the other side.

c. Mediation: Upon and after impasse, either party may request that the dispute be submitted to mediation, and the other party must participate in good faith upon request. The costs of mediation shall be borne equally. Mediation shall be conducted by a mediator supplied by the State Mediation and Conciliation service, or by some other mutually agreed upon mediator. Mediation shall be confidential. The mediator shall not make public recommendations or issue any decision concerning the issues. If no agreement is reached after an opportunity for mediation, the matter may be referred to the Board of Supervisors for final determination.

d. Miscellaneous: This section shall not apply to economic disputes involving employees governed by different impasse resolution procedures imposed by lawful statute. This section shall only cover bargaining impasses regarding comprehensive memoranda of understanding (MOUs), and it does not cover day-to-day issues subject to meet and confer / meet and consult; or Board actions that may be subject to meet and confer / meet and consult requirements.

11. Agency Shop

If made, agency shop arrangements must accord with all requirements of California Government Code section 3502.5

12. Miscellaneous Provisions

a. Savings and Separability: This resolution is intended to comport with all applicable state and federal laws, and it should be interpreted and applied to harmonize with all such law, reserving the broadest legal measure of authority to the County Board of Supervisors. In the event a court of competent jurisdiction or the Public Employment Relations Board determines that some provision is inconsistent with applicable and binding law, then that provision shall be severed and all remaining portions of the resolution shall continue in full force and effect. Upon request by the County, a recognized bargaining representative will meet and consult with the County promptly upon request in an effort to resolve any amendments that are necessary or advisable in light of changes to existing law, or interpretations of the law that impact this resolution.

b. Anti-Discrimination: The County is committed to ensuring that its workplaces are free from discrimination and harassment made unlawful pursuant to Title VII of the Civil Rights Act, as amended, the Fair Employment and Housing Act, and other state and federal laws regarding discrimination. This resolution shall be interpreted to comply with such

laws. All memoranda of understanding, including side letters, adopted pursuant to the MMBA and this resolution shall be interpreted to comply with such laws.

c. Construction: This resolution should be interpreted based on its plain meaning and intent of the Board of Supervisors as expressed herein. No legislative intent may be implied or inferred based upon changes, if any, to draft resolutions during the meet and consult process with affected employee organizations.

d. Superseding Effect: This resolution shall supersede and supplant all prior employer-employee relations, including without limitation Resolution No. 329-88.

ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF TUOLUMNE ON 3/8 2005

AYES: 1st Dist.	<u>Bass</u>	NOES:	_____	Dist.	_____
2nd Dist.	<u>Maggi</u>		_____	Dist.	_____
3rd Dist.	<u>Peterson</u>	ABSENT:	<u>4th</u>	Dist.	<u>Thomson</u>
4th Dist.	<u>_____</u>		_____	Dist.	_____
5th Dist.	<u>Pard</u>	ABSTAIN:	_____	Dist.	_____

Paul Maggi
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST: Allice J. [Signature]
Clerk of the Board of Supervisors

No. 2505