

AMENDMENT #4 TO THE 2017 - 2020
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TUOLUMNE COUNTY EXECUTIVE/CONFIDENTIAL UNIT
AND
THE COUNTY OF TUOLUMNE

The County of Tuolumne and the Tuolumne County Executive/Confidential Unit hereby agree to amend the following conditions and terms of the 2017 - 2020 Compensation Plan between the Tuolumne County Executive/Confidential Unit (herein after "Executive/Confidential Unit") and the County of Tuolumne (herein after "County").

1. The term of this Compensation Plan shall be extended to June 30, 2021.
2. The County and the Executive/Confidential agree to amend Section 1. Salary Adjustments to read as follows:

Subsection (a): The following ranges are the final ranges that were implemented and established for the 2017-2020 Compensation Plan. This final range became effective July 1, 2019.

Effective June 21, 2020, all classifications contained in this Compensation Plan shall have their wages frozen at this final range. During FY 2020/2021, there shall be no flexibly staffed promotions, no step increases, no longevity increases, no addition of any educational incentives, and no addition of any other types of pay that may be available to members of this Unit. Upon the expiration of this Compensation Plan, this wage freeze will be lifted, and wage increases will resume where they ended as of June 21, 2020 and will be implemented on the same timeline as they would have been in FY 2020/2121.

Job Code	Classification	Effective 7/1/2019
0170	Administrative Analyst I	413
0180	Administrative Analyst II	433
0220	Agricultural Commissioner	547
0420	Assistant Assessor	519
0430	Assistant Auditor Controller	544
0440	Assistant Chief Probation Officer	527
0460	Assistant County Administrator	597
0470	Assistant County Clerk	502
0495	Assistant District Attorney	566
2185	Assistant Human Services Dir	547
0560	Assistant Recorder	481

0577	Assistant to County Counsel	382
0860	Chief Deputy Clerk of the BOS	448
0820	Chief Probation Officer	557
5200	Community Development Director	555
1010	Confidential Clerk	345
1040	County Administrator	637
1050	County Counsel	603
5115	County Counsel Attorney Assist	382
5140	Deputy Auditor-Controller	502
1150	Deputy County Administrator	550
1180	Deputy County Counsel I	469
1190	Deputy County Counsel II	489
1200	Deputy County Counsel III	513
1205	Deputy County Counsel IV	535
1505	Dir Innovation & Business Asst	537
1765	Executive Assistant	452
1943	Health Officer	646
5250	Homeless Advocate/Outreach Coordinator	470
2150	Human Resources Analyst I	413
2160	Human Resources Analyst II	433
5155	Human Resources Director/Risk	550
1580	Human Resources Tech I	355
1590	Human Resources Tech II	375
2180	Human Services Director	612
5120	IT Director	570
2960	Payroll Technician I	353
2970	Payroll Technician II	373
3130	Public Defender	596
5230	Public Works Director	575
3520	Senior Administrative Analyst	470
3690	Senior Human Resources Analyst	470
3650	Senior Human Resources Tech	393
3803	Senior Payroll Technician	393
4425	Undersheriff	557

Subsections (b) through (h) shall remain unchanged and in effect for FY 2020/2021.

Subsection (i) Furlough:

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

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

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

Job Code	Descr	Effective 7/1/2019	Effective 6/21/2020
0170	Administrative Analyst I	413	401
0180	Administrative Analyst II	433	421
0220	Agricultural Commissioner	547	535
0420	Assistant Assessor	519	507
0430	Assistant Auditor Controller	544	532
0440	Assistant Chief Probation Ofcr	527	515
0460	Assistant County Administrator	597	585
0470	Assistant County Clerk	502	490
0495	Assistant District Attorney	566	554
2185	Assistant Human Services Dir	547	535
0560	Assistant Recorder	481	469
0577	Assistant to County Counsel	382	370
0860	Chief Deputy Clerk of the BOS	448	436
0820	Chief Probation Officer	557	545
5200	Community Development Director	555	543
1010	Confidential Clerk	345	333
1040	County Administrator	637	625
1050	County Counsel	603	591

5115	County Counsel Attorney Assist	382	370
5140	Deputy Auditor-Controller	502	490
1150	Deputy County Administrator	550	538
1180	Deputy County Counsel I	469	457
1190	Deputy County Counsel II	489	477
1200	Deputy County Counsel III	513	501
1205	Deputy County Counsel IV	535	523
1505	Dir Innovation & Business Asst	537	525
1765	Executive Assistant	452	440
1943	Health Officer	646	634
5250	Homeless Advocate/Outreach Crd	470	458
2150	Human Resources Analyst I	413	401
2160	Human Resources Analyst II	433	421
5155	Human Resources Director/Risk	550	538
1580	Human Resources Tech I	355	343
1590	Human Resources Tech II	375	363
2180	Human Services Director	612	600
5120	IT Director	570	558
2960	Payroll Technician I	353	341
2970	Payroll Technician II	373	361
3130	Public Defender	596	584
5230	Public Works Director	575	563
3520	Senior Administrative Analyst	470	458
3690	Senior Human Resources Analyst	470	458
3650	Senior Human Resources Tech	393	381
3803	Senior Payroll Technician	393	381
4425	Undersheriff	557	545

Subsection (j): Reopener

Should Federal or State relief funding become available to reimburse the County for COVID-19 related lost revenues, the County agrees to meet and confer with the Executive/Confidential Unit to consider possible restoration of negotiated concessions within 60 (sixty) days of receipt of such funds.

Section 11. Deferred Compensation Program

All language as contained in the Compensation Plan will remain unchanged and in effect, except for the Elected Officer positions of Assessor-Recorder, Auditor-Controller/Clerk, District Attorney, Sheriff and Treasurer-Tax Collector. These Officials

agreed to waive and shall not receive the 7% or 8% deferred compensation contribution effective June 21, 2020, through June 30, 2021.

Section 13. Leave Provisions, Subsection B: Personal Leave

Vacation accrual caps shall be increased from 750 hours to 950 hours for employees who were hired on or after July 1, 2011. All other language contained in Subsection B shall remain unchanged and in effect. The accrual rate, years of service and accrual cap are as follows. There shall be no increase in vacation accrual caps for employees hired prior to July 1, 2011.

ANNUAL PERSONAL LEAVE ACCRUAL RATE	YEARS OF SERVICE	ACCRUAL CAP
200 Hours	0-3 years	950 Hours
240 Hours	4-9 years	950 Hours
280 Hours	10-19 years	950 Hours
300 Hours	20 years and above	950 Hours

Dated: 6/16/2020

COUNTY OF TUOLUMNE

TUOLUMNE COUNTY EXECUTIVE/
CONFIDENTIAL UNIT

Ann Fremd 6/10/2020
Ann Fremd Date
HR/Risk Manager

Eric Hovatter 6.10.20
Eric Hovatter Date

Tracie Riggs 6/11/20
Tracie Riggs Date
County Administrator

Neil Evans 6-11-2020
Neil Evans Date

Approved as to form:

Accepted this 16 day of June, 2020

Sarah Carrillo 6-11-20
Sarah Carrillo Date
County Counsel

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

**REVISED AMENDMENT #3 TO THE 2017 - 2020
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TUOLUMNE COUNTY EXECUTIVE/CONFIDENTIAL UNIT
AND
THE COUNTY OF TUOLUMNE**

The County of Tuolumne and the Tuolumne County Executive/Confidential Unit hereby agree to amend the following conditions and terms of the 2017 - 2020 Compensation Plan between the Tuolumne County Executive/Confidential Unit (herein after "Executive/Confidential 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 Executive/Confidential agree to amend Article 13. Leave Accruals in addition to the current language, to read as follows:

ARTICLE 13. LEAVE ACCRUALS

Subsection B (4)(a): The waiting period for use of personal time off accruals of 520^[SC1] 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. This leave shall be available for use during FY 20/21 or within six (6) months of the lifting whichever is later. All leave requests using COVID-19 Leave Accruals after the end of the Declared Health Emergency would require prior approval of the Department Head or designee.

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

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

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

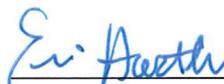
Dated: 6/16/2020

COUNTY OF TUOLUMNE

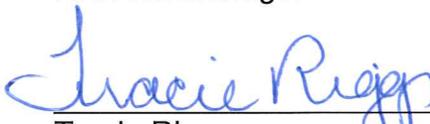
**TUOLUMNE COUNTY EXECUTIVE/
CONFIDENTIAL UNIT**


Ann Fremd
HR/Risk Manager

6/10/2020
Date


Eric Hovatter

6.10.20
Date


Tracie Riggs
County Administrator

6/11/20
Date


Neil Evans

6-11-2020
Date

Approved as to form:

Accepted this 16 day of June, 2020

Sarah Carrillo 6-11-20

Sarah Carrillo
County Counsel Date

Sherri Brennan 6/11/20

Sherri Brennan
Chair, Board of Supervisors Date

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

ALICIA L. JAMAR
Clerk of the Board

By: Alicia L. Jamar

No. 57-20

Filed June 16, 2020

By Alicia Jamar
Chief Deputy Clerk of the Board of Supervisors



RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TUOLUMNE

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

WHEREAS, representatives of the County and the Tuolumne County Executive/Confidential Unit have met and conferred in good faith and have reached agreement on wage, hours, and other terms and conditions of employment for all employees allocated to the Executive/Confidential group.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors approves Amendment #4 for the Tuolumne County Executive/Confidential Compensation Plan 2017-2020 attached hereto as Exhibit A.

ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF TUOLUMNE ON June 16 2020

AYES: 1st Dist. <u>Brennan</u>	NOES: _____	Dist. _____
2nd Dist. <u>Campbell</u>		Dist. _____
3rd Dist. <u>Hick</u>	ABSENT: _____	Dist. _____
4th Dist. <u>May</u>		Dist. _____
5th Dist. <u>Rodger</u>	ABSTAIN: _____	Dist. _____

Alicia Brennan
CHAIR OF THE BOARD OF SUPERVISORS

ATTEST: Alicia Jamar
Chief Deputy Clerk of the Board of Supervisors

No. 57-20

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

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

AMENDMENT TO THE 2017 – 2020
COMPENSATION PLAN
BETWEEN
THE TUOLUMNE COUNTY EXECUTIVE/CONFIDENTIAL UNIT
AND
THE COUNTY OF TUOLUMNE

The County of Tuolumne and the Tuolumne County Executive/Confidential Unit hereby agree to amend the following conditions and terms of the 2017-2020 Compensation Plan between the Tuolumne County Executive/Confidential Unit (herein after "Executive/Confidential Unit") and the County of Tuolumne (herein after "County"). The purpose of this amendment is to define the classifications contained in the Compensation Plan which are designated "at will" and serve no probationary period as well as to modify deferred compensation and educational incentive language to allow "at will" positions to receive these benefits on the first day of hire into this Unit.

1. The County and the Executive Confidential Unit agree to add Section 1. Salary Adjustments Subsection (i) to read as follows:

Subsection (i) "At will" positions are those that are appointed and serve at the pleasure of the Board of Supervisors, appointed by the County Administrator or Sheriff, or are Elected Officials. These positions serve no probationary period. The classifications in this Unit that are "at will" positions include Agricultural Commissioner, Assistant County Administrator, Chief Probation Officer, Community Resources Agency Director, County Administrator, County Counsel, General Services Director, Human Services Agency Director, IT Director, Public Defender, and Undersheriff. Elected Officials include the Assessor/Recorder, Board of Supervisors, Clerk/Auditor Controller, District Attorney, Sheriff/Coroner, and Treasurer/Tax Collector.

2. The County and the Executive Confidential Unit agree to modify Section 6. Educational Reimbursement, C. Educational Incentives, (2) Compensation to read as follows:

(2) Compensation. Members of this unit who hold either a Bachelor's or Master's degree from an accredited college or university shall be eligible to receive the following educational incentives. At will classifications as defined in Section 1, Salary Adjustments, Subsection (i) shall be eligible to receive the incentive upon date of hire. All other classifications in this Unit must complete their probationary period prior to receiving the incentive.

- | | | |
|-----|------------------------------|--------------------|
| (a) | Non-Sworn Bachelor's Degree: | 2.5% differential* |
| (b) | Non-Sworn Master's Degree: | 5% |

*For classifications where a Bachelor's Degree is a minimum qualification, the differential shall not be applicable.

3. The County and the Executive Confidential Unit agree to modify Section 11. Deferred Compensation Program to read as follows:

Section 11. Deferred Compensation Program

The County agrees to establish and maintain a qualified deferred compensation plan which will allow an employee of this unit to contribute pre-tax salary into the plan on a "County Matching" format to be based upon performance and years of service with the County.

If the employee's most recent annual evaluation "Meets Expectations" overall then the County shall contribute up to a maximum of seven percent (7%) of salary for those employees with five (5) years or less of service with the County and up to a maximum of eight percent (8%) of salary for those employees with more than five (5) years of service with the County. This contribution may also be applied toward the purchase of prior military or public service credit through the PERS system if PERS has approved the employee's buy-back of such time through a payroll deduction plan. Enrollment forms as required by PERS and the County Auditor-Controller must be signed before contributions are made.

Employees that are entitled, under IRS rules, to make "catch up" deferred compensation contributions may convert accrued leave to compensation, during the last four years of employment. There will be no limit as to the amount of leave that may be converted to compensation. Per IRS rules, no catch up contributions are permitted the final 12 months of employment prior to retirement.

If an employee feels that they have been unfairly rated, they can appeal that rating to the County Administrator, who can either uphold or overturn the rating and whose determination is final. At will classifications as defined in Section 1, Salary Adjustments, Subsection (i) shall be eligible to receive a deferred compensation contribution upon date of hire. All other classifications of this unit cannot participate in this Deferred Compensation Matching Program until after completing initial probation.

This Amendment shall be effective the first of the pay period following approval by the Board of Supervisors.

COUNTY OF TUOLUMNE

Ann Fremd 1/8/19
Ann Fremd Date
HR/Risk Manager

Tracie Riggs 1/8/19
Tracie Riggs Date
County Administrator

Approved as to form:

Sarah Carrillo
Sarah Carrillo
County Counsel

EXECUTIVE/CONFIDENTIAL UNIT

Ann Connolly 1/8/19
Ann Connolly Date
Executive/Confidential Representative

David Gonzalves 1/8/19
David Gonzalves Date
Executive/Confidential Representative

Accepted this day of

Karl Rodefer 1/15/19
Karl Rodefer, Chair
Board of Supervisor

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

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

AMENDMENT TO THE 2017 – 2020
COMPENSATION PLAN
BETWEEN
THE TUOLUMNE COUNTY EXECUTIVE/CONFIDENTIAL UNIT
AND
THE COUNTY OF TUOLUMNE

The County of Tuolumne and the Tuolumne County Executive/Confidential Unit hereby agree to amend the following conditions and terms of the 2017-2020 Compensation Plan between the Tuolumne County Executive/Confidential Unit (herein after "Executive/Confidential Unit") and the County of Tuolumne (herein after "County").

1. The County and the Executive Confidential Unit agree to amend Section 10. Cafeteria Plan Section A: Flex Credit Amounts to read as follows:

SECTION 10. CAFETERIA PLAN

Section A. Flex Credit Amounts

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

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

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

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

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

The available Cafeteria Plan flex credit amounts are as follows:

Coverage Level	Monthly Flex Credit Amount
Single – Non Exempt	1,100.00*
Single – Exempt	\$1,100.00*
Employee +1	\$1,669.00**
Employee +2	\$2,119.00**
Waived/Flex Credit – Non-Exempt	\$150.00
Waived - Exempt	\$550.00

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

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

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

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

Section B. Descriptions of Cafeteria Plan Benefit Options

1. Medical, Dental and Vision. An eligible employee must first allocate his or her available monthly flex credit amounts to medical, dental, and vision insurance premium costs. All employees who do not elect to waive the County's coverage

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

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

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

COUNTY OF TUOLUMNE

MANAGEMENT ASSOCIATION

Ann Fremd 11/29/18
Ann Fremd Date
HR/Risk Manager

Ann Connolly 11/29/18
Ann Connolly Date
Executive/Confidential Representative

Tracie Riggs
Tracie Riggs Date
Acting County Administrator

David Gonzalves 12/3/18
David Gonzalves Date
Executive/Confidential Representative

Approved as to form:

Accepted this day of

Sarah Carrillo
Sarah Carrillo
County Counsel

John Gray
John Gray, Chairperson
Board of Supervisor

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

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

No. 17-17

Filed February 7, 2017

By [Signature]
Clerk of the Board of Supervisors



RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TUOLUMNE

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

WHEREAS, representatives of the County and the Tuolumne County Executive/Confident 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 Executive/Confidential group.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors approves the Tuolumne County Executive/Confidential Compensation Plan 2017-2010 attached hereto as Exhibit A.

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

AYES: 1st Dist.	<u>Brennan</u>	NOES:	_____	Dist.	<u>_____</u>
2nd Dist.	<u>Dunkelt</u>		_____	Dist.	<u>_____</u>
3rd Dist.	<u>Boyer</u>	ABSENT:	_____	Dist.	<u>_____</u>
4th Dist.	<u>Shay</u>		_____	Dist.	<u>_____</u>
5th Dist.	<u>Rodger</u>	ABSTAIN:	<u>[Signature]</u>	Dist.	<u>_____</u>

[Signature]
CHAIRPERSON OF THE BOARD OF SUPERVISORS

ATTEST: [Signature]
Clerk of the Board of Supervisors

No. 17-17

***County of
Tuolumne***



***2017 - 2020
Executive/Confidential Unit
Compensation Plan***

**2017-2020 COMPENSATION PLAN
COUNTY OF TUOLUMNE
EXECUTIVE AND CONFIDENTIAL UNIT**

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PREAMBLE

Consistent with applicable laws and ordinances, the following sections set forth the wages, hours and other terms and conditions of employment for employees included within the Executive and Confidential Unit.

Section 1. Salary Adjustments

Subsection (a) The following base salary ranges and rates shall be applicable on the date indicated for classifications in this Unit for the period commencing June 25, 2017 and ending June 30, 2020, except as modified by the sub section (i) below.

Class Title	Range effective 6/26/16	PPD with 7/1/17: Down to 17%	PPD with 7/1/17: 3% COLA	PPD with 7/1/17: Merit incentive convert	PPD with 7/1/18: Down to 15%	PPD with 7/1/18: 3% COLA	PPD with 7/1/19: Down to 13%	PPD with 7/1/19: 2% COLA
Administrative Analyst I	397		403			409		413
Administrative Analyst II	417		423			429		433
Agricultural Commissioner /APCO	531		537			543		547
Assistant Assessor	491	495	501		505	511	515	519
Assistant Auditor Controller	526		532			538	540	544
Assistant Chief Probation Officer	511		517			523		527
Assistant CRA Director - Development	539		545			551		555
Assistant CRA Director - Public Works	559		565			571		575
Assistant District Attorney	548		554			560	562	566
Assistant Human Services Director	531		537			543		547
Assistant Recorder	453	457	463		467	473	477	481
Assistant to County Counsel	352	354	360	364	368	374	378	382
Chief Deputy Clerk of the Board	432		438			444		448
Chief Deputy Clerk of the Board	432		438			444		448
Chief Probation Officer	541		547			553		557
Community Resources Agency Director	589		595			601		605
County Administrator	589	613	619		623	629	633	637
County Counsel	575	579	585		589	595	599	603
Deputy CAO	522	526	532		536	542	546	550
Deputy County Counsel I	445		451		455	461	465	469
Deputy County Counsel II	473		479			485		489
Deputy County Counsel III	497		503			509		513
Deputy County Counsel IV	519		525			531		535
Executive Assistant	412		438	442		448		452
Human Resources Analyst I	397		403			409		413
Human Resources Analyst II	417		423			429		433
Human Resources Technician I	335		341	345		351		355
Human Resources Technician II	355		361	365		371		375
Human Resources-Risk Manager	506	526	532		536	542	546	550
Human Services Agency Director	563		569		571	577	581	585
Payroll Technician I	333		339	343		349		353
Payroll Technician II	353		359	363		369		373
Public Defender	538		544			550		554
Senior Administrative Analyst	454		460			466		470
Senior Human Resources Analyst	454		460			466		470
Senior Human Resources	373		379	383		389		393

Technician							
Senior Payroll Technician	373		379	383		389	393
Undersheriff	541		547			553	557

Subsection (b) Annual salary rates for Elected Officers of the County are established by Resolution.

Subsection (c) For purposes of this compensation plan, base salary range shall mean the salary range assigned to a specific classification as provided in subsection (a) of this Section, unless otherwise noted. 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 Plan. Salary range shall be those provided in the Table Listing of the County's Final Budget. Paid time shall be based upon the base salary rate with the computation rounded to the nearest cent.

Subsection (d) The County shall attempt to maintain a minimum of twenty (20) ranges on the base salary rate as provided for in subsection (a) between members of this unit and the subordinates they supervise. Temporary compaction issues caused by the implementation of the salary and benefits survey will not result in an adjustment.

Subsection (e) Auditor/Controller/Clerk and Assistant Auditor-Controllers who possess a valid certificate issued by the State of California Board of Accountancy as a Certified Public Accountant shall receive a ten (10) range differential over and above the base salary range contained in Section 1.

Subsection (f) Elected Officers will be entitled to receive certain benefits as defined in this Pay Plan, unless the specific section of this Plan is annotated with the statement “**This section shall not apply to Elected Officers**”.

Subsection (g) Elected Officers shall be non-voting members of the Executive/ Confidential Unit Compensation Plan.

Subsection (h) Effective July 1, 2017, the two percent (2%) merit incentive pay shall be converted and applied to the base salary as established in Section 1 for all confidential employees and shall no longer be available to any classification assigned to this Unit.

Section 2. Hours of Work

A. Except for confidential employees within this Unit who are covered by the Fair Labor Standards Act, employees shall be required to work during such hours as necessary to carry out the duties of their position, as designated by the appointing authority, and such hours may be varied so long as the work requirements and efficient operations of the County are assured. As salaried employees in this Unit, employees shall not be docked pay nor have their accumulated leave balances reduced for absences of less than one (1) day. Absences of less than one (1) day require approval of the appointing authority. Absences of less than one (1) day shall not be reflected on the employee’s time card.

When a disaster or emergency has been declared, and with the prior approval of the County Administrator, Executive employees of this unit who perform additional duties above and beyond their regularly assigned work duties or outside their normal working schedule, may be compensated for those additional duties on a basis to be determined by the County Administrator.

Included among the Confidential employees are: Assistant to the County Counsel, Human Resources Technician I/II/Senior, Executive Assistant, and Payroll Technician I/II/Senior. Confidential clerical employees shall receive overtime compensation as described below:

B. 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 forty (40) hours in a workweek. Overtime shall be reported in increments of full fifteen (15) minutes & 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 (1-½) times the employee's regular hourly rate of pay. Upon an employee's request, overtime may be compensated as compensatory time off (CTO). CTO shall be credited at time and one-half. No more than fifty-six (56) hours shall be accrued. When the employee reaches the fifty-six (56) 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 fifty-six (56) 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. Prior to the transfer and/or promotion of an employee, all compensating time off shall be taken or paid at the employee's then current base hourly rate.

(d) **Workweek.** The workweek for purposes of overtime is 12:01 a.m. Sunday to 12:00 p.m. (midnight) the following Saturday. Department heads and individual employees may agree to modify the workweek in order to facilitate flexible work hours.

Section 3. 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. **This Section shall not apply to Elected Officers.**

Section 4. Retention Incentive Pay

Employees who have completed ten (10) years of County employment shall be granted a ten (10) range salary increase. For each subsequent year worked an employee shall receive an

additional one (1) range increase for every year worked in excess of ten (10) years (i.e. eleven (11) years eleven (11) ranges, twelve (12) years twelve (12) ranges etc.), to a maximum of thirty-five (35) years. Effective July 1, 2018, the annual range increase shall be eliminated and shall be as follows.

Employees who have completed ten (10) continuous years of County employment shall be granted a ten (10) ranges salary increase, employees having completed fifteen (15) continuous years of County employment shall be granted an additional five (5) ranges salary increase, employees who have completed twenty (20) continuous years of County employment shall be granted an additional five (5) ranges salary increase, employees who have completed twenty-five (25) continuous years of County employment shall be granted an additional five (5) ranges salary increase, and employees who have completed thirty (30) continuous years of County employment shall be granted an additional five (5) ranges salary increase in their base salary range upon approval. Employees shall be frozen at the current range said employee is receiving on July 1, 2018 and shall remain at this range until eligible for the next increase (e.g. if an employee is receiving thirteen (13) ranges on July 1, 2018, employee shall remain at that range until eligible for fifteen (15) ranges).

Relief employment shall not be applicable to the years of service requirements stated above. Employees who meet the employment criteria above shall make application by letter for the incentive pay through their department head. The Department Head, where applicable, shall either reject the request or make recommendation for the incentive, based upon the employee's overall performance, and forward the request to the County Administrator. The CAO shall overrule, approve, or reject the request and forward it appropriately. If rejected a new request may be made in one year from the employee's anniversary date. The incentive automatically renews annually unless overall performance "does not meet expectations" as determined by an annual evaluation. If approved, the retention incentive pay shall become effective the first of the pay period following the employee's anniversary date.

Elected and Appointed Officers shall be entitled to retention incentive pay based upon the total number of years of full time employment with the County of Tuolumne. The number of years of full time employment shall include the number of years as an Elected or Appointed Officer plus the number of years spent as an employee of the County of Tuolumne. "Appointed Officers" are defined as the County Administrator and the County Counsel. Years of service do not have to be continuous.

Section 5. Uniforms

The Sheriff and Undersheriff shall be allowed a uniform allowance in the amount of one thousand dollars (\$1,000) annually and will be paid in equal amounts each pay period. In addition, the County agrees to pay one thousand dollars (\$1,000) to such newly hired personnel at their date of employment provided that if the employee leaves before the end of one full year he/she shall have a prorated amount for that portion of the year he/she did not work deducted from his/her last paycheck. After a newly hired employee completes his/her first year of employment, said employee shall begin to receive the uniform allowance in equal amounts each pay period. In the event that the Deputy Sheriffs' Association receives a higher uniform allowance, the Sheriff's and Undersheriff's uniform allowance will increase to the same level as the Deputy Sheriffs' Association members.

Section 6. Educational Reimbursement

A. Educational Reimbursement

The Educational Reimbursement Program shall consist of the reimbursement of one hundred percent (100%) of the cost of books and tuition for job-related courses not offered through the County in-service training program. The maximum amount of reimbursement allowed during any fiscal year shall be \$2,000. Any employee using the Educational Reimbursement Program must obtain the approval of the Department Head and the County Administrator before any funds may be reimbursed. The County Administrator must notify the Board of Supervisors of the use of the reimbursement program.

The County shall pay the cost of certification for employees whose position classification requires said certificate be maintained as a condition of employment.

Employees utilizing this section shall follow the procedures spelled out in the County's current Educational Assistance Program and be subject to the calendar year reimbursement limit established by the IRS.

B. POST Pay and Education Incentives For Sworn Law Enforcement Personnel

(1) Program Objective. The objective of this program is to broaden law enforcement personnel through experience, job related specialized training, and academic courses in order to establish and maintain high professional standards of law enforcement and educational achievement.

(2) Eligibility. This program is limited to all full-time sworn law enforcement personnel of the Tuolumne County Sheriff and District Attorney Departments.

(3) Compensation. Sworn law enforcement personnel who hold a Bachelor's Degree, a Master's Degree, an Intermediate, Advanced, Supervisory or Management P.O.S.T. Certificate as described in the regulations of the Commission of Peace Officer Standards and Training (P.O.S.T.) and who are employed by the Tuolumne County Sheriff or District Attorney Departments on a full-time basis shall receive incentive pay up to a maximum amount of 20% as follows:

(a)	Intermediate P.O.S.T. Certificate	3% differential
(b)	Bachelor's Degree	5% differential
(c)	Master's Degree	5% differential
(d)	Advanced P.O.S.T. Certificate	7% differential
(e)	Supervisors P.O.S.T. Certificate	2.5% differential
(f)	Management P.O.S.T. Certificate	2.5% differential

(4) Subsequent Eligibility. Sworn law enforcement personnel who have at the time of hire or obtain during their employment the above degrees or certificates shall be eligible to participate in the Incentive Program. There shall be three eligibility dates for entry into the program: date of hire, July 1 or January 1. Payment of the differential shall begin on either the date of hire or the first day of the pay period following the eligibility date. An application for Incentive Pay must be submitted and approved by the Department Head and the County Administrator before payment can be made.

(5) Administration.

(a) Incentive pay will commence only after the degree or the certificate has been issued.

(b) The employee is responsible for initiating an application for the degree or certificate to establish eligibility, notifying the Department Head in writing at least 3 months prior to the award of the degree or certificate to be qualified for incentive pay on the applicable eligibility date, and providing supporting documents, i.e. P.O.S.T. Certificates or degree. Failure to notify the Department Head 3 months prior to the award of the degree or certificate shall delay the award of the incentive pay to the following eligibility date (e.g. July or January).

(c) The Department Head is responsible for the administration of the Incentive Pay Program and submitting the supporting documents to the Human Resources Department.

(d) The Human Resources Department is responsible for filing the supporting documents in the employee's personnel file, and authorizing the Auditor-Controller to make payments or changes in payment status.

(6) General Provisions.

(a) The program provides a stipulated dollar amount of gross pay over and above the base salary range upon achievement of specific qualifications and requirements set forth herein.

(b) An employee may be eligible for P.O.S.T. Incentives and the Educational Incentives; however, the differentials received shall not exceed 20%.

C. Educational Incentives

(1) Program Objective. The objective of this program is to broaden personnel through academic courses in order to establish and maintain high professional standards and educational achievement.

(2) Compensation. Members of this unit who hold either a Bachelor's or Master's degree from an accredited college or university and who have completed their probationary period shall receive educational incentive pay as follows:

- | | | |
|-----|------------------------------|--------------------|
| (a) | Non-Sworn Bachelor's Degree: | 2.5% differential* |
| (b) | Non-Sworn Master's Degree: | 5% |

*For classifications where a Bachelor's Degree is a minimum qualification, the differential shall not be applicable.

(3) Subsequent Eligibility. Employees of this unit who obtain either of the above degrees shall be eligible to participate in the Educational Incentive Program on the first day of the pay period following the date of award of the degree. An application for Educational Incentive Pay must be submitted and approved by the Department Head and the Human Resources/Risk Manager before payment can be made.

(4) Educational Incentive Administration.

- (a) Educational incentive pay will commence only after the degree has been awarded and an application for participation has been approved by the

Department Head and the Human Resources/Risk Manager.

- (b) The employee is responsible for initiating an application for Educational Incentive Pay to establish eligibility and to provide supporting documents.
- (c) The Department Head is responsible for the administration of the Educational Incentive Pay Program.
- (d) The Human Resources Department is responsible for receiving the application and filing the supporting documents in the employee's personnel file, and authorizing the Auditor-Controller to make payments or changes in payment status.

(5) General Provisions.

- (a) The program provides a stipulated dollar amount of gross pay over and above the base salary range upon achievement of specific qualifications and requirements set forth herein.
- (b) In the event an employee leaves the employment of the County while receiving Educational Incentive Pay, the employee shall receive the proportionate amount of the Incentive Pay to the date of the employee's separation from service.
- (c) An employee may be eligible for either the POST Incentive or the Educational Incentive; however, no employee may receive both incentives.

Section 7. Computer Purchase Plan and Loan Agreement

The County shall establish a non-interest bearing loan program for the purchase of computers and software by individual employees who have completed the probationary period and are in permanent status. 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.

Section 8. Health and Welfare

The County agrees to make available the health, dental, vision and life insurance program for Unit employees or any other program(s) mutually agreed upon by the parties; provided, however that the entire premium for any such program shall be paid by the employee.

The Vision Benefit will allow the purchase of new glasses frames each year.

The Dental Benefits will include a maximum \$1,500 annual benefit; a \$1,500 maximum orthodontia benefit; and coverage of major services at the 70% level.

The County agrees to provide the benefits described in this Article subject to carrier requirements. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the County.

Section 9. Life and Short Term Disability Insurance

The County shall provide at no cost to the employee a term Life and Accidental Death & Dismemberment Insurance policy in the amount of two hundred thousand dollars (\$200,000.00). No dependent coverage shall be provided by the County. Participation in the life and AD&D policy is mandatory.

Retirees who elect life insurance coverage shall do so at their own expense. This coverage shall decrease upon retirement to Three Thousand Dollars (\$3,000.00) and shall further decrease with age according to the terms and conditions contained in the Certificate of Coverage.

Short-term disability insurance will be provided for all employees at no cost to the employee. **This Section shall not apply to Elected Officers.**

Section 10. 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*
Exempt Single Employee	\$1,100.00
Employee +1	\$1,469.00**
Employee +2	\$1,869.00**
Non-Exempt Waived Employee	\$100.00
Exempt Waived Employees	\$500.00

*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'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.

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

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

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

Section B: Descriptions of Cafeteria Plan Benefit Options

- 1. Medical, Dental and Vision.** An eligible employee must first allocate his or her available monthly flex credit amounts to medical, dental, and vision insurance premium costs. All employees who do not elect to waive the County's coverage must enroll in medical, dental, and vision insurance coverage at the employee-only, two-party or family coverage level. Eligible employees, including employees enrolled a government-sponsored program or in another group health insurance plan may request a waiver of this provision from the Human Resources Office. However, the County will only provide

the monthly flex credit amount designated above to waived employees who certify in writing (in the form that the County requires) that the employee and all of his or her tax dependents are enrolled in minimum essential coverage (as defined under the ACA) in the form of other minimum value group health insurance 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 an employee elects to enroll in both vision and dental insurance, enrollment in these plans must be at the same level (e.g., dental and vision both at family level, and not dental at two-party level with vision at family level). If the employee is eligible for the non-exempt waived employee monthly flex credit designated above, the County will deduct the premium cost from the waived Cafeteria Plan flex credit amount. Any remaining flex credit amounts may be allocated by the employee to other Cafeteria Plan benefit options, including cash. If the employee is not eligible for the non-exempt waived employee monthly flex credit designated above, the County will deduct the full cost of the elected dental and/or vision insurance premiums from the employee's paycheck.

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

Section C: Section 125 - Premium Conversion Plan

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

Section D: Post-Retirement Medical Insurance

Post-Retirement Medical Insurance is available only to employees or eligible elected officials (non-Board of Supervisor Members) who became members of this unit on or before July 1, 2009. For each employee of this Unit retiring from County employment after a minimum of ten (10) years of service, the County agrees to make available the health, dental, and vision

program currently used by an active Unit employee at the same level (i.e., employee plus spouse, or employee and family) upon retirement, and the County agrees to contribute fifty percent (50%) of the employee's post-retirement monthly premium for such post-retirement coverages, for those retirees with ten (10) years of service with the County of Tuolumne. For each year of service beyond ten (10) years of Tuolumne County service, the employee shall be entitled to an additional five percent (5%) of the employee's post-retirement monthly premium for such post-retirement coverages for each additional year of service up to a maximum of one hundred percent (100%) of the cost for the post-retirement coverages. No member listed in this pay plan shall be entitled to an amount greater than one hundred percent (100%) of the cost of the employee's post-retirement monthly premium for such post-retirement coverages. The post-retirement monthly premium may increase or decrease over time but will not affect the amount of the percentage paid by the County toward such post-retirement monthly premium. In the future, should the Unit agree to drop such coverages for active Unit employees, the County agrees to make available the coverages of other Units and contribute the same percentages as identified above.

Retirees may utilize the County's regular open enrollment periods to change plans among those that are available. However, after retirement no new dependents can be added. A surviving spouse may maintain the County's insurance plans, but only for him/herself if he or she remarries at a later date. The County will pay only the same percentage as the spouse's sponsor received as identified above.

Employees hired or promoted into the Executive Confidential group after January 9, 2007 are only eligible to select the PERS Choice or equivalent level coverage should the County change health plans under the Post Retirement Medical program. Should the retiree choose a higher premium plan, the retiree will need to pay the difference in premium.

For employees who have ten (10) or more years of service credit for Post Retirement Medical Insurance purposes on or before June 30, 2005, the employee shall receive the Post Retirement Medical Insurance benefit once the employee retires from the PERS system regardless of when the employee terminated employment with the County of Tuolumne, provided that the employee did not work for any other PERS participating employer after his/her termination of employment with the County of Tuolumne. The employee shall be entitled to enroll in County sponsored medical insurance, vision, dental health at the same level the employee had with the County at the time of termination. The enrollment in any County sponsored Medical Insurance program by an employee attempting to use the Post Retirement Medical Insurance benefit is subject to the rules and regulations of that Medical Insurance program. The County's Medical Insurance program's rules and regulations may prohibit the employee from obtaining Medical Insurance under their program and in effect prohibiting the employee from being able to use their Post Retirement Medical Insurance benefit. Currently, the County sponsored Medical Insurance program offered through PERS does not allow employees to enroll in Medical Insurance if their retirement date is more than one-hundred twenty (120) days after termination of employment with the County.

For employees hired on or after July 1, 2005, the employee must terminate from employment with the County of Tuolumne and retire from the PERS system at the same time in order to receive the Post Retirement Medical Insurance benefit. If the employee leaves County employment for any reason other than retirement from the PERS system, the employee is not entitled to receive the Post Retirement Medical Insurance benefit.

For employees hired on or before July 1, 2000, any employee having served at least five (5) but less than ten (10) continuous years of County service who do not retire from County

employment, County agrees to make available the aforementioned coverages and contribute fifty percent (50%) of an individual's monthly premiums upon that person's retirement from their employment, if such person has regularly paid to the County the equivalent of the County's monthly per employee set-aside for such contributions, commencing from the time they leave County employment and continuing until their retirement.

This plan will only pay as a secondary coverage once retiree is of age to be eligible for Medicare or other comparable program.

Elected officials (members of the Board of Supervisors, District Attorney, Sheriff-Coroner, Auditor-Controller-Clerk, Assessor-Recorder, Treasurer-Tax Collector) retiring from County employment after completing eight (8) years as a Tuolumne County elected official, the County agrees to make available the health, dental, and vision program currently used by an active employee listed in this pay plan, at the same level (i.e. employee plus spouse, or employee and family) upon retirement. After eight (8) years service, the County agrees to contribute fifty percent (50%) of the elected official's post-retirement monthly premium for such post-retirement coverages. Once an elected official has completed ten (10) years of service with the County of Tuolumne, the elected official shall receive an additional five percent (5%) of the elected official's post-retirement monthly premium for such post-retirement coverages for each additional year of service up to a maximum of one hundred percent (100%) of the cost for the post-retirement coverages. No elected official shall be entitled to an amount greater than one hundred percent (100%) of the cost of the elected official's post-retirement monthly premium for such post-retirement coverages. Elected officials who retire within ten (10) days of their County anniversary date shall be deemed to have worked until their anniversary date when computing Post Retirement Insurance years of service.

Elected officials of the legislative body (Board of Supervisors) who assume office after January 31, 2007 are specifically excluded from participation in the post-retirement medical program per Government Code § 53201.

Section E: Reopeners

The County and Executive and Confidential Unit members 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. Meetings to discuss changes in the law will be held as close as possible to the date of said change.

Section 11. Deferred Compensation Program

The County agrees to establish and maintain a qualified deferred compensation plan which will allow an employee of this unit to contribute pre-tax salary into the plan on a "County Matching" format to be based upon performance and years of service with the County.

If the employee's most recent annual evaluation "Meets Expectations" overall then the County shall contribute up to a maximum of seven percent (7%) of salary for those employees with five (5) years or less of service with the County and up to a maximum of eight percent (8%) of salary for those employees with more than five (5) years of service with the County. This contribution may also be applied toward the purchase of prior military or public service credit through the PERS system if PERS has approved the employee's buy-back of such time through a payroll deduction plan. Enrollment forms as required by PERS and the County Auditor-Controller must be signed before contributions are made.

Employees that are entitled, under IRS rules, to make “catch up” deferred compensation contributions may convert accrued leave to compensation, during the last four years of employment. There will be no limit as to the amount of leave that may be converted to compensation. Per IRS rules, no catch up contributions are permitted the final 12 months of employment prior to retirement.

If an employee feels that they have been unfairly rated, they can appeal that rating to the County Administrator, who can either uphold or overturn the rating and whose determination is final. Members of this unit cannot participate in this Deferred Compensation Matching Program until after completing initial probation.

Section 12. Retirement Contribution

Effective May 4, 2015 for all Safety Members and October 19, 2014 for Miscellaneous Members, Tier One and Tier Two employees shall contribute 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. In light of the new contribution toward employer cost, the County will continue 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 on March 13, 2011 through December 31, 2012 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.

In light of the new contribution toward employer costs, the County will pay the employee contribution of 7% for miscellaneous and 9% for safety employees, however, the full pay and reporting value is not available for Tier 2 employees.

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

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

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

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

(4) Elected and Appointed Officers: Elected and Appointed Officers have the option of not

participating in PERS. If the Officer so elects not to participate in PERS, Officers enrolled in either Tier One or Tier Two may elect to have their salary increased by 7%.

Section 13. Leave Provisions

Except as otherwise provided herein or by law, employees in the Executive and Confidential Unit shall receive the same leave benefits as are provided to employees in the Management and Supervisory Unit (which is reprinted, with editing, as follows).

This Section shall not apply to Elected Officers.

Subsection 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	Memorial Day
Independence Day	Labor Day
Veterans' Day	Thanksgiving Day
Day after Thanksgiving Day	Day before Christmas
Christmas Day	

2. If a fixed holiday falls on a Saturday, the preceding Friday will be observed as the fixed holiday. If a fixed holiday falls on a Sunday, the succeeding Monday will be observed as the fixed holiday.

3. Whenever a permanent employee is required to work three (3) hours or less 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, floating holiday time. In the event that a permanent employee is required to work more than three (3) hours, the permanent employee shall accrue eight (8) hours of floating holiday time.

4. Employees must be in a full paid status for a full shift the last scheduled work day before and the first scheduled work day after a fixed holiday to receive holiday pay.

Subsection B: Personal Leave

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

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

Employees may not accrue personal leave time in excess of:

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

with more than 15 continuous years of County employment = six (6) times

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

Effective July 1, 2011, newly hired employees shall receive the following personal accrual rates:

ANNUAL PERSONAL LEAVE ACCRUAL RATE	YEARS OF SERVICE	ACCRUAL CAP
200 Hours	0-3 years	750 Hours
240 Hours	4-9 years	750 Hours
280 Hours	10-19 years	750 Hours
300 Hours	20 years and above	750 Hours

No employee shall lose personal leave to meet the needs of the service.

County employees who were members of the Management or Attorney bargaining units as of July 3, 2011 and later promote into this unit will receive the higher leave accrual benefits available to grandfathered members of the Executive/Confidential Unit. Such employees will not be subject to the new personal accrual rates outlined above.

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

1. All personal leave must be approved by the department head or designated representative.
2. **Notice.** Where appropriate, employees shall request personal leave time at least one workweek 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 (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. Failure to make such notification may result in denial of personal leave with pay. The County Administrator may review and determine the justification of any request for sickness or emergency personal leave with pay and may, in the interest of the County, require a medical report by a doctor to support a claim for leave pay. A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness prospectively when requested by the department head. Evidence substantiating the use of personal leave for willful injury, gross negligence, intemperance, trivial indispositions, instances of misrepresentation, or violation of the rules defined herein will result in denial of personal leave with pay.
4. Employees in permanent positions shall accrue, on a pro-rata basis, personal leave for completed pay periods. Such personal leave shall be available for use on the first day

following the pay period in which it is earned, provided the employee has completed five hundred twenty hours (520) 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. An employee about to retire, or who is to be laid off, may utilize their accrual prior to the effective date of any such retirement or lay-off. In lieu of such leave the employee may elect a lump sum payment for accrued personal time. All other employees shall be paid at their base rate of pay for hours accrued at time of separation from the County.

7. When an employee is transferred from one County department to another, said transfer shall have no effect upon the employee's leave benefits.

8. 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 two hundred (200) hours accrued personal leave in a fiscal year. Employees may cash out leave in any increment at any time 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 80 hours of leave within the last fiscal year. Approved leaves, which meet the 80-hour requirement, are: personal leave, management leave, compensatory time off, bereavement leave and furlough leave.

Leave in excess of 200 hours may be cashed out in unusual or extraordinary circumstances with the approval of the County Administrator.

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 4 of this Subsection, 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.

Subsection 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 twenty-six (26) consecutive pay periods may be granted to a permanent employee for the reason of:

(a) Engaging in a relevant course of study which will enhance the employee's value to the County; or

(b) Other appropriate nature as determined by the employee's department head and approved by the County Administrator.

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 must contact the Human Resources Office 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 Civil Grand Jury duty.

(b) Return to Work. Any employee who is summoned for attendance to any court for jury duty or served with a subpoena to appear as a witness in a civil case in which the County is a party shall be allowed one-half hour prior to the beginning of that day's jury duty and one-half 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 Risk Manager. The Risk 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 employees own 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. Exceptions to this provision may be granted by 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. 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, or any relative living with the family. 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 or probationary positions shall be eligible to participate in the Voluntary Time Bank program. To be eligible, an employee must have a verifiable 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 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.

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 initially donated into the Time Bank in an employee's name is 1040 hours. An employee may donate vacation leave only in increments of four (4) hours to the Time Bank in the name of a specific employee. An employee may donate vacation leave only if their own total accrued leave balance is in excess of 168 hours. Donated hours shall be credited to the affected employee as sick leave. The donation of leave hours is irreversible. Should the person receiving the donation not use all donated leave for the initial long-term illness or injury, any balance will remain in the County of Tuolumne Voluntary Time Bank. When an employee is utilizing Time Bank hours, they will not accrue any leave time.

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

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

Section 14. 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.

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. Department heads shall obtain prior approval of business expenses from the County Administrator. 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. In the case of Department Heads, their travel requests must be approved in advance by the County Administrator.

Section 15. Probationary Periods

The probationary period for positions in this Unit shall be twenty-six (26) completed pay periods from date of hire. Employees may be dismissed at any time during the probationary period without right of review or appeal, except as otherwise provided by law.

This provision shall not apply to positions, which serve at the pleasure of the appointing authority under section 2.12.110 of the County Code, Department Heads. **This Section shall not apply to Elected Officers.**

Section 16. 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.

Section 17. Salary Rates and Step Advancements

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

Promoted employees shall receive the "A" step of the established base salary range of the new classification or at least five percent (5%) more than their prior pay rate, whichever is greater; provided, that no employee is thereby advanced above the "E" step of the higher base salary range. No employee can be promoted within a flexibly staffed series without having in their permanent record two previous evaluations, with ratings of meets or exceeds expectations, provided that no employee shall be denied a promotion due to their supervisor's failure to evaluate their performance in a timely manner. Employees who believe that their evaluations are not being done in a timely manner are encouraged to notify the Human Resources Office. All promotions shall be effective on the first of a pay period.

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

All step advancements shall be effective 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. Time served in a relief status in the same classification shall count towards the 2080 hours; however, time served in a relief status in other classifications does not count towards the 2080 hours..

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

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

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

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

This Section shall not apply to Elected Officers.

Section 18. Dual Appointments

The appointment of two (2) full-time employees to the same budgeted permanent position may be authorized by the County Administrator to facilitate training, to make assignments to a position which is vacant due to an extended authorized leave of absence, or in an emergency.

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.

This Section shall not apply to Elected Officers.

Section 19. Job Sharing

The County will make reasonable accommodation for an employee in a permanent position who desires to share his/her job with another qualified employee or eligible person. Jobs may be shared on an hourly or daily basis provided that the combined total scheduled hours does not exceed more than 80 hours per pay period. An employee who works less than 40 hours per pay period shall be not eligible to receive any benefits for which the County pays an insurance premium or membership in the retirement system. Should both employees be scheduled for forty (40) hours each pay period, both employees shall assume responsibility for the payment of one-half of their insurance premium; provided, however, that one (1) employee may elect to waive coverage under the insurance program. All other benefits for job sharing employees shall be as provided in the appropriate Section on a pro-rated basis based upon an eighty (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 appointing authority 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.

This Section shall not apply to Elected Officers.

Section 20. Conditions of Employment

Unless in the Classified Service as defined in the Personnel Rules and Regulations, employees in the Executive and Confidential Unit serve at the pleasure of their appointing authority.

Employees in the Classified service shall be disciplined in accordance to the same provisions as provided to Management and Supervisory employees. Should an employee's position be abolished, the County will make reasonable efforts to place the employee in a comparable County position based upon the employee's skill, knowledges and abilities, as well as consideration for the employee's length of service with the County. If reasonable efforts to place an employee are unsuccessful, the employee shall be subject to layoff by written notification by the Board of Supervisors which notification shall be given at least ten (10) work days prior to the effective date of the layoff. An Executive and Confidential employee does not have any bumping rights to other County positions.

This Section shall not apply to Elected Officers.

COUNTY OF TUOLUMNE



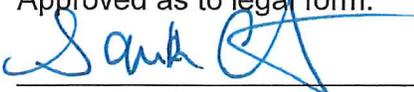
Craig L. Pedro
County Administrator

Accepted this 7th day of February, 2017



Sherri Brennan, 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
Clerk of the Board

By: 

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, THEREFORE the County and the EMPLOYEE agree as follows:

1. _____ (hereinafter "EMPLOYEE") may vary his/her working schedule by starting and stopping at different times during the workweek. Starting shall be no earlier than _____ hours prior to the regular business hours of the Department. Stopping shall be no more than _____ hours following regular business hours of the Department.

OR

(herein after "EMPLOYEE") may work a "9-80" schedule with the approval of their department head. A 9-80 schedule will consist only of eight (8) nine (9) hour days and one eight (8) hour day over a two week pay period. Within a 9-80 schedule an employee will not earn overtime pay unless they exceed 80 hours in a pay period.

2. The Department head and the EMPLOYEE shall agree to the flexible hours to be worked by the EMPLOYEE.
3. EMPLOYEE must attend all scheduled staff meetings, training sessions, and other mandatory functions regardless of Employee's flexible schedule. Therefore, EMPLOYEE may be required to alter his/her schedule in order to attend.
4. Flexible work schedules shall ensure that adequate coverage is maintained to meet service needs and that schedule changes will not adversely affect the delivery of services.
5. EMPLOYEE is entitled to rest periods and lunch breaks as provided in the appropriate memorandum of understanding. Breaks may not be skipped to shorten the work day or be carried over to another day.
6. A Time Log shall be kept by EMPLOYEE and submitted with official time records if required by the Department.
7. A flexible work schedule is an employee privilege. Unsatisfactory performance and or abuse of the privilege shall result in the loss of the flexible work schedule by EMPLOYEE.
8. EMPLOYEE acknowledges that the Department may in certain circumstances require EMPLOYEE to flex his/her time in order to meet Department needs. The County will endeavor to keep such disruptions of Employee's work schedule to a minimum.
9. Either the County or EMPLOYEE may terminate this Contract by providing one (1) complete pay period written notice to 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: _____

Department Head

Signature: _____

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No. 18-17

Filed February 7, 2017
By Alicia Jamar
Chief Deputy Clerk of the Board of Supervisors



RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TUOLUMNE

WHEREAS, pursuant to Section 2.52.020 of the Tuolumne County Ordinance Code, this Board of Supervisors is authorized to establish compensation for all County officers.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby establish the following compensation for elected officials of the County of Tuolumne:

<u>Position Title</u>	<u>Current Salary</u>	<u>Effective Pay Period Including July 1, 2017</u>	<u>Effective Pay Period Including July 1, 2018</u>
Assessor/Recorder	\$126,245	\$132,701	\$139,488
Clerk/Auditor/Controller	\$147,354	\$154,890	\$162,811
Treasurer/Tax Collector	\$126,245	\$132,701	\$139,488
District Attorney	\$144,444	\$148,831	\$154,890
Sheriff/Coroner	\$139,488	\$143,725	\$149,576

IT IS FURTHER RESOLVED that Resolution 71-16 is hereby repealed.

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

AYES: 1st Dist. Brennan _____ NOES: _____ Dist. _____
 2nd Dist. Hanvelt _____ Dist. _____
 3rd Dist. Royce _____ ABSENT: _____ Dist. _____
 4th Dist. Hay _____ Dist. _____
 5th Dist. Rodriguez _____ ABSTAIN: _____ Dist. _____

Alicia Jamar

CHAIR OF THE BOARD OF SUPERVISORS

ATTEST: Alicia Jamar
Chief Deputy Clerk of the Board of Supervisors

No. 18-17

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

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