REVISED AMENDMENT #2 TO THE 2017 - 2020
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TUOLUMNE COUNTY EMPLOYEES/OE3
AND
THE COUNTY OF TUOLUMNE

The County of Tuolumne and the Tuolumne County Employees/OE3 hereby agree to amend the following conditions and terms of the 2017 - 2020 Memorandum of Understanding between the Tuolumne County Employees/OE3 (herein after "OE3") 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 OE3 agree to amend Article 16. Leave Accruals in addition to the language in the current MOU, to read as follows:

ARTICLE 16. LEAVE ACCRUALS

Section B (2) Vacation: The waiting period for use of vacation accruals of 1040 hours from date of hire shall be waived during the COVID-19 Declared Health Emergency and the County shall make this leave available immediately. All other language contained in this section shall remain unmodified and the waiting period shall resume upon the lifting of the COVID-19 Declared Health Emergency.

Section C (2) Sick Leave: The waiting period for use of sick leave accruals of 520 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 L. COVID-19 Leave Accruals

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

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

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

2) Expanded Family Medical Leave Act (EFMLA) to care for a son or daughter whose school, day care or childcare provider has been closed or is unavailable due to COVID-19 precautions.

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

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

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

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

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

Dated: 6/16/2020

COUNTY OF TUOLUMNE

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

6/10/20
Tracie Riggs Date
County Administrator

TUOLUMNE COUNTY EMPLOYEES/OE3

6/10/2020
Michael Eggener Date
Operating Engineers Local 3

Approved as to form:

6-10-20
Sarah Carrillo Date
County Counsel

Accepted this 16 day of June, 2020

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

REVISED AMENDMENT #3 TO THE 2017 - 2020
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TUOLUMNE COUNTY EMPLOYEES/OE3
AND
THE COUNTY OF TUOLUMNE

The County of Tuolumne and the Tuolumne County Employees/OE3 hereby agree to amend the following conditions and terms of the 2017- 2020 Memorandum of Understanding (MOU) between the Tuolumne County Employees/OE3 (herein after "OE3) and the County of Tuolumne (herein after "County").

1. The County and OE3 agree to amend Article 26 Furlough adding additional language to the MOU, to read as follows:

ARTICLE 26. FURLOUGH

Section A. COVID-19 Furlough Library, Recreation, Youth Centers, Standard Park

Employees working in the Library, Recreation, Youth Centers and Standard Park have been identified as providing non-essential services as determined by Governor Newsom's Shelter in Place Order during the COVID-19 Declared Health Emergency. Employees in these departments shall be placed in a non-paid furlough status effective April 26, 2020, through June 30, 2020, with the following provisions. This non-paid furlough status will be extended to September 30, 2020 unless the Board of Supervisors takes action to restore all or a portion of Library and Recreations services. The following provisions shall apply to furloughed employees.

1) Employee seniority: Seniority will continue to accrue during this furlough period.
2) The County will pay the full dental and vision premium based upon the employee's enrollment in these programs effective April 26, 2020 through June 30, 2020.
3) Employees enrolled in medical insurance will have benefits through May 31, 2020. Employees who wish to have coverage for the month of June and thereafter will be required to enroll in COBRA using established PERS guidelines. The County will reimburse up to $500 per month for employees who enroll in COBRA. Employees who have been on furlough and have not yet enrolled in COBRA must do so no later than June 20, 2020 or this benefit will be forfeited.
4) There will be no waived or cash-in-lieu payments made to employees while on COBRA.
5) Employees who are in the non-paid furlough status may request a cash out of accruals (e.g. vacation, CTO, floating holiday)
6) The County will support any unemployment requests received for any employee affected by furlough.
7) Life Insurance: The County will continue to pay basic life for employee until July 31, 2020, per contract regulations. Employees may choose to convert or

purchase their basic life insurance at their own cost, effective August 1, 2020. Employees enrolled in supplemental life or enrolled in coverage for family member will be required to convert or purchase their insurance and pay their own premiums effective June 1, 2020.

8) Short- and Long-Term Disability: Employees are no longer covered because they are not actively at work. Should the Board reopen these departments, employees can re-enroll in these insurances.

Dated: 6/16/2020

COUNTY OF TUOLUMNE

6/10/2020

Ann Fremd Date
HR Director/Risk Manager

6/10/20

Tracie Riggs Date
County Administrator

TUOLUMNE COUNTY EMPLOYEES/OE3

6/10/2020

Michael Eggener Date
Operating Engineers Local 3

Approved as to form:

6/10/20

Sarah Carrillo Date
County Counsel

Accepted this 16 day of June, 2020

6/16/20

Sherri Brennan Date
Chair, Board of Supervisors

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

ALICIA L. JAMAR
Clerk of the Board

By:

AMENDMENT TO THE 2017 – 2020
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TUOLUMNE COUNTY EMPLOYEES/OE3
AND
THE COUNTY OF TUOLUMNE

The County of Tuolumne and the Tuolumne County Employees/OE3 hereby agree to amend the following conditions and terms of the 2017-2020 Memorandum of Understanding between the Tuolumne County Employees/OE3 (herein after "OE3") and the County of Tuolumne (herein after "County").

1. The County and OE3 agree to amend Article 14. Cafeteria Plan Section A. Flex Credit Amounts to read as follows:

ARTICLE 14. 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
Non-Exempt Single Employee	$1,000.00*
Employee +1	$1,669.00**
Employee +2	$2119.00**
Non-Exempt Waived Employee	$150.00

*Regardless of the employee's elected coverage level, the first $850 of any eligible non-exempt single employee's Cafeteria Plan flex credit amount constitutes a "health flex contribution" within the meaning of the ACA: it may not be received in cash or allocated to any Cafeteria Plan benefit option other than the County's medical, dental, and vision insurance benefits. The remaining $150 constitutes a "non-health flex credit" which may be used to pay for other cafeteria plan options or taken as cash.

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

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

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

II: Descriptions of Cafeteria Plan Benefit Options

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

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

2. Employees who waive medical insurance may elect to participate in dental or vision insurance. If an employee elects to enroll in both vision and dental insurance, enrollment in these plans must be at the same level (*e.g.*, dental and vision both at family level, and not dental at two-party level with vision at family level). If the employee is eligible for the non-exempt waived employee monthly flex credit designated above, the County will deduct the premium cost from the waived Cafeteria Plan flex credit amount. Any remaining flex credit amounts may be allocated by the employee to other Cafeteria Plan benefit options, including cash. If the employee is not eligible for the non-exempt waived employee monthly flex credit designated above, the County will deduct the full cost of the elected dental and/or vision insurance premiums form the employee's paycheck.

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

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

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

COUNTY OF TUOLUMNE

11/27/18

Ann Fremd Date
HR/Risk Manager

12/10/18

Tracie Riggs Date
Acting County Administrator

TUOLUMNE COUNTY EMPLOYEES/OE3

11/27/18

Mike Eggener Date
OE3 Business Representative

11/29/18

Marlena Muffoletto Date
OE3 General Unit

Jason Parkinson Date
OE3 Roads Division

Approved as to form:

Sarah Carrillo
County Counsel

Accepted this day of

John Gray, Chairperson
Board of Supervisor

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

ALICIA L. JAMAR
Clerk of the Board

By: _____

Filed February 7, 2017

No. 15-17

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 Employees/OE3 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 Tuolumne County Employees/OE3 Unit.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors approves the Tuolumne County Employees/OE3 Memorandum of Understanding of 2017-2020 attached hereto as Exhibit A.

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.	Gray		____	**Dist.**
5th Dist.	Dockeyer	**ABSTAIN:**	____	**Dist.**

Sherri Brennan
CHAIRPERSON OF THE BOARD OF SUPERVISORS

ATTEST: [signature]
Clerk of the Board of Supervisors

No. 15-17

Memorandum of Understanding – Master Agreement

Between the Tuolumne County Employees/OE3 and the County of Tuolumne 2017 - 2020

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PREAMBLE

It is the purpose of this Agreement to set forth the wages, hours and other terms and conditions of employment for the Tuolumne County Employees' Association, Professional, Road Operations and Skilled Trades Divisions' employees represented by Operating Engineers Local No. 3 (OE3) hereinafter called collectively the Tuolumne County Employees/OE3.

The Tuolumne County Employees/OE3 bargaining unit, represented by Operating Engineers Local No. 3, is the sole representative for permanent full-time and part-time benefited employees in the classifications listed in Article 3, and any classifications added at a later date through the agreement of the County and the Tuolumne County Employees/OE3. The terms and conditions of this agreement do not apply to any employee, regardless of classification, who is not in permanent full-time or part-time status, e.g. "relief" or "intermittent" employees are not covered by any of the provisions of this agreement.

Article 1. County Management Rights

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

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

(b) The right of full exclusive control of the management of the County; supervision of all operations, determination of the methods and means of performing any and all work; and composition, assignment, direction, location, and determination of the size and mission of the work force.

(c) The right to determine the work to be done by the employees, including establishment of levels of service and staffing patterns.

(d) The right to change or introduce new or improved operations, methods, means or facilities, or, to contract for work to be done.

(e) The right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards, and promote employees, to establish, revise and enforce work rules; to schedule work time and time off; to transfer, reassign, furlough and lay off employees; to suspend, reduce in step, demote, discharge or otherwise discipline employees for cause; and to otherwise maintain orderly, effective, and efficient operations.

Article 2. Employee Rights

The following are employee rights:

(a) The right of employees to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

(b) The right of employees to refuse to join or participate in the activities of employee organizations.

(c) The right of employees to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of an appointing authority, supervisor, other employees, or employee organizations as a result of his/her exercise of rights granted in this Article.

(d) The right of Tuolumne County Employees/OE3, prior to implementation, to meet and confer with County management about any significant change in terms or conditions of employment which results in a significant impact on employees, except in emergencies.

(e) The right of Tuolumne County Employees/OE3 officers and representatives to access work locations (pursuant to Section 3507 (f) of the Meyers-Milias-Brown Act) during employees regular breaks, lunch hours, or before and after the employees work shift. Access is contingent on the meeting not disrupting the work site or violating patients' or clients' confidentiality.

(f) The right of Tuolumne County Employees/OE3 officers and representatives to use designated bulletin boards in each department and other means of communication, such as telephones, e-mail, and FAX machines, to notify members as to meeting times and topics of discussion for those meetings (pursuant to Section 3507 (g) of the Meyers-Milias-Brown Act) provided that such notices will be viewed by Human Resources Department before dissemination to the membership.

(g) The Union may designate a Chief Steward and reasonable number as approved by the County of other stewards that the Union deems necessary and appropriate. The Union shall notify the County in writing as to the names of the designated stewards and shall notify the County of any changes made to the designated stewards. The Union will provide the necessary training to the designated stewards on other than the employee's scheduled shift and such training time shall not be compensated.

Stewards shall be available to employees represented by the Union during authorized breaks or unpaid time as a resource to discuss employee rights as outlined in this Memorandum of Understanding. Release time for designated stewards and employees they represent to meet with management or County representatives shall be reasonable as approved by the steward's and employee's supervisor.

Article 3. Salary Adjustments

Section (1). During the term of this MOU, the following Cost of Living Adjustments (COLA) and Equity Adjustments as identified by the 2015 Koff & Associates Classification and Compensation Study shall be as follows. Classifications and Ranges included in addendums.

Pay period starting 2/5/17:	2% COLA
Pay period including 7/1/17:	Equity adjustment down to 17%
Pay period including 7/1/18:	2% COLA
Pay period including 7/1/18:	Equity adjustment down to 15%
Pay period including 7/1/19:	2% COLA
Pay period including 7/1/19:	Equity adjustment down to 13%
Pay period including 7/1/20:	2% COLA

Pay period including 7/1/20: Equity adjustment down to 10%

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

Section (3). Included in addendum – Supervising Planner/Building Inspector differential.

Section (4). Included in addendum – Protective Services Differential.

Section (5). Included in addendum – Canine Pay.

Article 4. Overtime

(a) **Policy.** It is the policy of the County of Tuolumne to discourage overtime except when necessitated by abnormal or unanticipated workload situations. It is the responsibility of the Department Head to arrange for the accomplishment of workload under their jurisdiction within the normal tour of duty of employees. Each department shall keep complete and accurate records of all overtime earned in every pay period. The County has the right to require overtime to be worked as necessary. Prior to requiring overtime, the Department Head or designee shall solicit qualified volunteers from within the department. To the extent possible, overtime will be distributed equitably amongst qualified employees within the department.

(b) **Definition.** Overtime is defined as hours actually worked in excess of forty (40) hours in a workweek except for employees who have signed a flexible work schedule agreement and are on an FLSA approved alternate schedule (e.g. 9/80). For employees who have signed a flexible work schedule, overtime will be paid for hours actually worked in excess of eighty (80) hours. Pre-approved leave shall be considered as time actually worked for purposes of computing overtime. Leave shall be considered pre-approved if it is requested at least 1 (one) full shift prior to the requested time off. Pre-approved leave shall be defined as vacation, compensatory time off, furlough, floating holiday and bereavement pay that has been requested and approved by the supervisor. Sick leave that has been pre-approved (e.g. such as a request to use sick leave for a doctor's appointment) shall also be considered pre-approved leave. Overtime shall be reported in increments of full fifteen (15) minutes and is nonaccumulative and nonpayable 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 (1-1/2) 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 sixty (60) hours shall be accrued. When the employee reaches the sixty (60) hour maximum additional overtime worked shall be compensated in cash. If an employee draws down his or her CTO balance, additional hours may be accrued until the sixty (60) hour maximum is reached. Compensating time off may be taken at the request of the employee and with the approval of the Department Head or designee. Compensating time off will be taken in straight time hours. If an employee is

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

(d) **Flexible Work Schedule.** Ongoing 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.

(e) **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.

Article 5. Pay Differential

To broaden personnel through experience, job related specialized training, and academic courses in order to establish and maintain high professional standards, employees are eligible to receive the following differentials for degrees, certificates obtained or registered license that are directly applicable to their position and used regularly in their scope of work or allows the County to use an employee to perform a duty normally done by a contractor/consultant but are not required as a condition of employment or a minimum qualification of the position to a maximum of 5%. Employees already receiving a pay differential prior to January 1, 2017 will continue to receive the pay differential as long as they remain in the classification when certificate pay awarded (includes flexibly staffed) . The Department Head and Personnel Officer must approve the certificate/Degree or License prior to it being obtained for any pay differential provided on or after January 1, 2017. Course work must culminate with a graded test, with either a letter grade or pass/ fail or a performance exercise if required. Employees who have at the time of hire who have a degree that meets the above criteria shall be eligible for the pay differential. Employees who are in the process of obtaining a degree that meets the above criteria at time of hire shall be eligible for the pay differential upon the award of the degree. Employees who have at the time of hire a certificate or registered license that meet the above criteria shall be eligible for the pay differential.

One certificate/Degree or registered license	2.5%
Two or more certificates/Degree or registered license	5%

Pay differentials that are specific to certain classifications are listed in the addendum for the assigned group.

Article 6. Retention Incentive Pay

Employees in permanent positions having completed ten (10) continuous years of County employment or more shall be granted retention incentive pay as follows:

Years of continuous County Service	Salary increase
10 years	Increase 5 ranges
15 years	Additional increase totaling 10 ranges
20 years	Additional increase totaling 15 ranges
25 years	Additional increase totaling 20 ranges
30 years	Additional increase totaling 25 ranges

Article 7. On-call Pay

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

On-call duty requires that employees so assigned shall: (1) leave a telephone number where they can be reached; and (2) be able to respond to duty within a timeframe not to exceed one (1) hour or agreed upon time frame with supervisor approval. On-call time shall not count as hours worked.

Assigned personnel shall receive on-call pay in the amount of thirty five dollars ($35.00) per twenty-four (24) hour period on weekdays and forty five dollars ($45.00) per twenty-four (24) hours period on weekends and fixed County holidays. On-call pay is only payable when an employee is available for the full 24-hour period. If an employee does not respond when called, or calls in prior to the end of the 24-hour period to be relieved, he/she will not receive on-call pay.

If an on-call employee is called back to work outside of their regular work day, then that employee shall be paid overtime or compensatory time off from the time the employee begins work at the work site for every hour over the 40 hour week as called out or on duty.

On-call employees may only be contacted for the purpose of determining whether they are to return to active duty, not for the purpose of soliciting phone advice beyond a de minimus amount from the employee. Any phone call or series of phone calls that exceed fifteen (15) minutes shall be compensated at the appropriate hourly rate for the entire period of time spent on such phone calls that do not require an employee to report to the work site. Total time spent on phone calls is for each twenty-four (24) hour period and shall not be accrued and added to other twenty-four (24) hour periods.

The Department Head shall approve which employees are designated as being on-call.

Article 8. Call Back

When an employee returns to active duty to the work station at the request of the Department Head after said employee has been released from active duty and has left the work station, said employee shall be entitled to call-back compensation. In the event that a supervisor or authorized employee determines that there is no need for additional work, employees responding to the callback will receive the three hours pay at straight time. In the event that an employee responds to a callback and then determines for whatever reason, he/she does not wish to or cannot work, the employee will not receive the callback compensation.

Special tours of duty scheduled in advance (24 hour notice), when employees are called back within two (2) hours of the beginning of a scheduled tour of duty, or when employees are requested by the end of a shift to start the next day's shift no more than two (2) hours early are not call-back hours for purposes of this Article. A "special tour of duty" is a temporary change of hours in response to a special need, such as an anticipated storm. An employee need not be assigned on-call duty to be entitled to receive callback compensation.

Call-back compensation shall be paid in the following manner: The employee shall be paid for three (3) hours at straight time rates for each call-back occurrence, in addition to compensation for any time worked due to the call-back. Said call-back compensation shall be in lieu of any travel

time and expense to and from home and the first or last work contact point. All time actually worked shall be considered as time actually worked for purposes of computing overtime.

Employees of the Information Technology Division who are not on-call and receive work related calls at home and document telephone consultations in excess of 15 minutes shall be compensated for those calls at appropriate hourly rates for calls that do not require the employee to report to a worksite.

Article 9. Out of Class Pay

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

Article 10. Merit Incentive Pay

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

The purpose of merit incentive pay is to recognize employees who no longer are eligible for an accelerated increase of two steps per Article 22 due to their being at the D or E steps of their classification. Merit incentive pay shall cease if the employee is promoted, unless the promotion is an in series promotion, or reclassified to a higher classification, or demoted to a lower classification.

Article 11. Uniform Allowance

An employee working in a classification that is required to wear a uniform, articles of clothing with County logo or safety clothing will be reimbursed as detailed in the Tuolumne County Employees/OE3 addendums.

Article 12. Educational Reimbursement

The Educational Reimbursement Program shall consist of the reimbursement of fifty percent (50%) of the cost of books and tuition for job-related courses not offered through the County in-service training program provided the courses are approved by the Department Head and County Administrator prior to registration and proof of passing grades and official receipts are provided to the Department Head after course completion. Employees utilizing this section shall

follow the procedures spelled out in the County's Educational Assistance Program and be subject to the calendar year reimbursement limit established by the IRS. Employees are encouraged to inform the Department Head of his/her intent on submitting a request for educational reimbursement by March of each year for attendance in the following fiscal year. In addition, the County shall grant up to 40 work hours off per fiscal year to personnel in full-time permanent positions to attend training approved by their supervisor, including self-study courses. Employees who receive such approval shall be allowed to use accrued vacation time to attend self-study course.

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

Article 13. 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.

Article 14. Cafeteria Plan

Section A: Flex Credit Amounts

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

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

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

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

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

The available Cafeteria Plan flex credit amounts are as follows:

Coverage Level	Monthly Flex Credit Amount
Non-Exempt Single Employee	$1,000.00*
Employee +1	$1,469.00**
Employee +2	$1,869.00**
Non-Exempt Waived Employee	$100.00

*Regardless of the employee's elected coverage level, the first $900 of any eligible non-exempt single employee's Cafeteria Plan flex credit amount constitutes a "health flex contribution" within the meaning of the ACA: it may not be received in cash or allocated to any Cafeteria Plan benefit option other than the County's medical, dental, and vision insurance benefits. The remaining $100 constitutes a "non-health flex credit" which may be used to pay for other cafeteria plan options or taken as cash.

**Regardless of the employee's elected coverage level, the first $1,000 of any eligible non-exempt employee +1 or employee +2 Cafeteria Plan flex credit amount constitutes a "health flex contribution" within the meaning of the ACA: it may not be received in cash or allocated to any Cafeteria Plan benefit option other than the County's medical, dental, and vision insurance benefits.

Non-exempt employees waiving health benefits who meet the conditions for receiving a montly 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 the employee is eligible for the non-exempt waived employee monthly flex credit designated above, the County will deduct the premium cost from the waived Cafeteria Plan flex credit amount. Any remaining flex credit amounts may be allocated by the employee to other Cafeteria Plan benefit options, including cash. If the employee is not eligible for the non-exempt waived employee monthly flex credit designated above, the County will deduct the full cost of the elected dental and/or vision insurance premiums form the employee's paycheck.

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

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

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 Employees/OE3's right to meet and confer on the impact of such a decision.

Section D: Reopeners

The County and OE3 agree to meet and confer annually to discuss insurance rate increases, changes in the law (e.g. ACA, IRS guideline, etc.), or to discuss the impact of leaving PERS health. Meetings to discuss rate increases will be held as close as possible to the date PERS rates are announced. Meets to discuss changes in the law will be held as close as possible to the date of said change.

Section E: Life and Accidental Death & Dismemberment Insurance

The County shall provide at no cost to the employee a Term Life and Accidental Death & Dismemberment Insurance policy in the amount of fifty thousand dollars ($50,000). No dependent coverage shall be provided by the County Participation in the Life and ADD&D Policy is mandatory. Retirees who elect life insurance coverage shall do so at their own expense. This

coverage shall decrease upon retirement to three thousand ($3,000) and shall further decrease with age according to the terms and conditions contained in the Certificate of Coverage.

Article 15. Retirement Contribution

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

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

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

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

Retirement shall be based on the highest 36 months of employment

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

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

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

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

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

Article 16. Leave Provisions

Section A: Holidays

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

- New Year's Day
- Presidents' Day
- Independence Day
- Veterans' Day
- Day after Thanksgiving Day
- Christmas Day
- Martin Luther King, Jr. Day
- Memorial Day
- Labor Day
- Thanksgiving Day
- Day before Christmas

2. **Floating Holiday.** Employees in permanent positions shall be entitled to a total of sixteen (16) hours floating holiday time provided that the employee is on the payroll during the entire pay period in which such floating holiday time is to accrue. "Entire pay period" shall mean that an employee must have been hired prior to or at the start of the pay period and not have separated prior to the end of the pay period and was paid for at least one-half (½) of the accountable hours, or was coordinating benefits utilizing sick leave and/or vacation with disability or workers compensation benefits and utilized at least 20 hours of accrued leave during the two week pay period. Sixteen (16) hours floating holiday time shall be accrued during the pay period in which July 4 falls.

   Floating holidays accrued shall be available for use the first day following the pay period in which they are accrued, with the approval of the Department Head.

3. Employees in permanent positions budgeted less than eighty (80) hours per pay period or job-shared positions shall receive fixed and floating holiday accruals on a pro-rata basis.

4. 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.

5. 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 and shall be compensated at time and one half (1 ½) for all hours worked. 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.

6. 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.

7. Any holiday time accrued in excess of forty-eight (48) hours shall be lost. Upon termination or retirement, employees shall be compensated for any unused accrued holiday time at the current base hourly rate. Employees who are unable to utilize accrued holiday leave due to work requirements may request a temporary waiver of this provision from the County Administrator.

8. An employee who, by department mandate, is scheduled to work four (4) ten (10) hour days shall be paid for the ten (10) hours they would have been otherwise scheduled to work if a recognized County holiday falls on a scheduled work day. An employee who voluntarily chooses to work a four (4) ten (10) hour day schedule shall only receive eight (8) hours holiday pay if a recognized County holiday falls on a scheduled work day. An employee who works a nine (9)/eighty (80) schedule shall receive eight (8) hours holiday pay if a recognized County holiday falls on a scheduled work day.

Section B: Vacation

The following vacation accrual rates shall be established for permanent employees:

ANNUAL VACATION ACCRUAL RATE	YEARS OF SERVICE

80 Hours	0-3
120 Hours	4-9
160 Hours	10 and Above

Employees may not accrue vacation time in excess of two (2) times their annual vacation accrual rate provided that no employee shall lose vacation time to meet the needs of the service.

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

1. All vacation leave must be approved by the Department Head or designated representative.

2. Employees in permanent positions shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Such vacation leave shall be available for use on the first day following the pay period in which it is earned, provided the employee has completed one thousand forty (1040) hours 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 vacation leave accumulation on a pro-rata basis.

3. No employee shall be permitted to take vacation in advance of accrual.

4. The minimum charge against accumulated vacation leave shall be fifteen (15) minutes. Vacation leave shall be compensated at the employee's base hourly rate of pay.

5. An employee about to retire, or who is to be laid off, may request utilization of their accrual prior to the effective date of any such retirement or lay-off. In-lieu of such vacation the employee may elect a lump sum payment for accrued vacation time. All other employees shall be paid at their base rate of pay for all hours accrued at time of separation from the County.

6. When an employee is transferred from one County department to another, said transfer shall have no effect upon employee's vacation benefits. However, if the transfer results in an employee being in a bargaining unit that utilizes the traditional sick and vacation leaves rather than personal leave, those rules will apply and the employee's personal leave balance will be allocated to sick and vacation leave based upon an established formula.

7. Employees may use up to two (2) days of their accrued vacation in any one fiscal year for emergency leave provided that they notify their supervisor or manager prior to the start of the working day that the employee would be absent. An emergency is defined as an extended duration illness, a threat to life or property, or other event as agreed to with supervisor.

8. **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 vacation and/or sick leave accrual balances to cash in accordance with the formula described in paragraphs (B)5 and (C)6 of this Article, and authorize the County to apply any part of the payoff to the cost of premiums for his/her health insurance coverage. 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.

Section C: Sick Leave

1. **Definition.** Sick leave with pay is an insurance program provided by the County for employees in permanent positions to be granted in circumstances of adversity to promote the health of the individual employee. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease or for a medical, optical, or dental appointment.

   In addition, a maximum of sixteen (16) hours accrued sick leave may be used per occurrence for bereavement due to the death of persons in the immediate family, or any relative living with the employee. Use of sick leave for bereavement is in addition to bereavement leave described in Section J of this Article.

   Accrued sick leave may be used for attendance upon the members of the employee's immediate family who are defined as a spouse, registered domestic partner, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, grandparent, grandparent in-law, stepson, stepdaughter, foster child, foster parent, in loco parentis, grandchild, or any relative living with the family who require the attention of the employee.

2. **Accumulation.** Employees shall accrue sick leave for each payroll period completed, prorated on the basis of ninety-six (96) hours per year, or 3.69 hours per pay period. Sick 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 (520) hours 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 sick leave accumulation on a pro-rata basis. Sick leave shall be accumulative without limitation.

3. **Compensation.** Sick leave shall be compensated at the employee's base hourly rate of pay. The minimum charge against accumulated sick leave shall be fifteen (15) minutes. When an employee is transferred from one department to another, the transfer shall have no effect on the employee's sick leave accruals. Only a maximum of eight (8) hours of sick leave will be paid on a day where sick leave is claimed unless the employee has signed a "Flexible Working Agreement" and regularly works in excess of eight (8) hours per day (e.g. 9/80 work week, 4/10 work week).

4. **Administration.**

   (a) **Validation.** It shall be the responsibility and duty of each Department Head to validate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting.

   (b) **Notice of Sickness.** In twenty-four (24) hour departments, the manager, supervisor or pre-authorized 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 supervisor, manager or pre-authorized designee must be notified within one-half (½) hour after the start of the employee's scheduled tour of duty of a sickness on the first day of absence. 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 or occupational disability. Failure to make such notification to the appropriate manager, supervisor or pre-authorized designee

shall result in denial of sick leave with pay.

(c) **Review.** The County Administrator may review and determine the justification of any request for sick leave with pay and may, in the interest of the County, require a medical report by a doctor to support a claim for sick leave pay.

(d) **Proof.** A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness when the employee has received a General Discussion Memorandum addressing attendance problems by his or her supervisor or the Department Head.

For extended absences of three or more days an employee may be required to provide a doctor's certificate.

(e) **Improper Use.** Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indispositions, instances of misrepresentation, or violation of the rules defined herein will result in denial of sick leave with pay.

5. **Coordination of Benefits.** Employees shall be entitled to fully coordinate their sick leave benefits with their Workers' Compensation and long or short term disability benefits.

6. **Sick Leave Payoff.** At termination of employment, an employee shall be compensated for accrued sick leave. The rate of compensation is the full amount of the employee's current hourly rate of pay for the first two hundred forty (240) hours and fifty percent (50%) for all additional hours of sick leave accrued. Employees hired on or after July 2, 1988, shall not be entitled to sick leave payoff until they have completed five (5) years of continuous service with the County and only upon separation from County service in good standing.

7. **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 vacation and/or sick leave accrual balances to cash in accordance with the formula described in Section B, subsection 5 and Section C, subsection 6 of this Article, and authorize the County to apply any part of the payoff to the cost of premiums for his/her health insurance coverage. 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.

8. **Sick Leave Used for Deferred Compensation.** During the month of January of each year, an employee with a minimum of one thousand (1,000) hours of accrued sick leave may convert two (2) hours of sick leave accrual for the cash equivalent of one (1) hour at the employee's rate of pay. This pay-off of accrued sick leave shall be placed in a qualified deferred compensation account. An employee must convert sick leave accruals in five hundred (500) hour increments and shall maintain a minimum of five hundred (500) hours of sick leave accruals on the books. This is only available to employees who are eligible under item C.6. above.

Section D: Family and Medical Leave (FMLA)

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

Section E: Leaves of Absence Without Pay

1. **Leaves of Absence Without Pay.** A leave of absence without pay for a period of not more than thirteen (13) consecutive pay periods may be granted to a permanent employee. A request for such leave must be in writing and requires the approval of the Department Head and the County Administrator.

2. **Administration of Leave of Absence Without Pay.**

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

   (b) **Return Rights.** Leaves of absence without pay may be granted to a permanent employee either with or without the right to return to classification. At the expiration of leaves without right to return, the employee may contact the Human Resources Manager for consideration of having 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 a leave, with or without the right to return, shall retain the seniority that employee had prior to the leave, but shall 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 F: 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. The County will pay the employee's health insurance program premium, for up to six (6) months within a twelve (12) month period, commencing with the start of the military leave and only for the initial deployment until the military medical coverage is in effect. The payment of the cafeteria is not a recurring annual benefit. 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 G: 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, nor shall time spent on a civil grand jury apply towards accruing overtime. Employees may keep any mileage reimbursement, unless a County owned vehicle was used for such transportation.

(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 (½) hour prior to the beginning of that day's jury duty and one-half (½) 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 H: Compulsory Leave

If in the opinion of the Department Head, an employee is unable to perform the duties of his/her position for physical or psychological reasons, the Department Head shall refer that employee to the Human Resources Manager. The Human Resources Manager shall have the authority to require the employee to be examined by a physician or other competent authority at County expense to determine the employee's fitness for duty. The physician or other competent authority shall be selected by the Human Resources Manager from a panel agreed to by the County and the Union. An ongoing panel may be established at any time with mutual agreement of the County and the Union. Should no panel exist or be agreed to, within two days of the need for a referral, the Human Resources Manager shall select a physician or specialist of his/her choice. 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 positions. Should a comprehensive clinical report be submitted to the County, it shall be returned unread to the physician or specialist. Should the employee wish to dispute the findings/determination of the County's examining authority, he/she may go to a physician or other competent authority of his/her own choosing at the employee's expense.

If the County's 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 County's 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.

3. The work can be performed within the restrictions placed upon the employee.

An employee in disagreement with the above process may pursue the grievance process outlined in Article 30.

Section I: Administrative Leave

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

Section J: Bereavement Leave

Employees in permanent positions shall be entitled to twenty four (24) hours leave which may be used per occurrence for bereavement due to the death of persons in the immediate family. Hours do not have to be taken consecutively. For this Article only, the definition of immediate family shall include spouse, registered domestic partner, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, grandparent, grandparent in-law, grandchild, stepson, stepdaughter, stepparent, foster child, foster parent of the employee, in loco parentis, aunt, uncle or any relative living with the family. 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.

In addition, a maximum of two scheduled workdays (16 hours) of accrued sick leave may be used per occurrence for bereavement due to the death of persons in the immediate family, or any relative living with the employee. Usage of this sick leave for bereavement is in addition to bereavement leave described above in this Section.

Section K: Voluntary Time Bank

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

When a Department Head has determined that an employee would benefit from involvement in the County of Tuolumne Voluntary Time Bank, the Department Head will notify the Personnel Office of that employee's name and status. The Department Head will be responsible for notifying County employees of the need for donations. The Department Head will take necessary actions to help ensure that individual employee decisions to donate or not donate to the Time Bank are kept confidential and that employees are not pressured to participate. **ALL DONATIONS SHALL REMAIN CONFIDENTIAL.**

The maximum time that may be donated into the Time Bank in an employee's name is 1040 hours.An employee may donate 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 his or her own total accrued leave balance is in excess of 168 hours. Donated hours are used on a first-come/first-served basis meaning as donation forms are submitted, they are put in date order and the hours are used as required. If an employee returns prior to exhausting donated hours, unused hours will not be deducted from the donating employee's accruals. When an employee is utilizing Time Bank hours, they will not accrue any leave time.

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

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

Article 17. Rest Periods/Meal Periods

Employees shall be entitled to rest periods (breaks) in accordance with the schedule contained herein. Rest periods shall be scheduled in accordance with the requirements of the department, but in no instance shall rest periods be scheduled within one (1) hour of the beginning or ending of a tour of duty or meal period, nor shall such time be accumulative nor used to report to work late or leave early. In no case can a rest period be utilized to shorten the work day or lengthen a lunch period by taking the rest period in conjunction with a meal or coming in late or leaving early. Rest periods shall be considered as time worked. Employees required to work beyond their regular tour of duty shall be granted a ten (10) minute rest period for each two (2) hours of such work.

Regularly Scheduled Tour of Duty	No. and Limit of Rest Period
After 3 hours and through 6 hours	One - 15 Minute Rest Period
After 6 hours and through 8 hours	Two - 15 Minute Rest Periods
After 8 hours and through 10 hours	Two - 20 Minute Rest Periods

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

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

Article 18. Expense Reimbursement

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

Section (2) Responsibilities: It shall be the responsibility of each Department Head or designee to investigate and approve each request for expense reimbursement. It shall be the responsibility of each employee to obtain prior approval from the Department Head or designee to incur a business expense. 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. The County agrees to meet and confer over the impacts of any revised travel policy.

Article 19. Probationary Periods

The probationary period for permanent positions in this Unit shall be thirteen (13) fully completed pay periods from date of hire. Employees assigned to Department of Social Services, Behavioral Health and Public Health, excluding office support positions (e.g. Office Assistant I/II/Senior) and fiscal positions (e.g. Fiscal Technician), shall serve a probationary period of twenty-six (26) fully completed pay periods. Except as otherwise provided, employees may be dismissed at any time during the probationary period without right of review or appeal, provided, that the Department Head shall discuss with the Human Resources Manager any termination prior to advising the employee of same and the employee shall have an opportunity to provide a written response to the Human Resources Manager prior to the effective date of the termination. The probationary period may be extended an additional seven (7) pay periods at the request of the Department Head and with the approval of the Human Resources Manager; provided the extension is approved prior to the completion of the original probationary period.

Article 20. Promotional Probation

A promoted employee who has obtained permanent status in another classification within the same department who does not successfully complete the probationary period in the promoted class shall be returned to the lower classification. If no vacancy exists in the lower classification, the provisions of the Layoff Article 27 shall apply.

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

Article 21. 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 Tuolumne County Employees/OE3 employees shall receive their paycheck via automatic deposit with their respective bank.

Article 22. 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.

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/reclassified 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/reclassification.

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

Except as otherwise provided, advancement to the "B" and all subsequent step(s) shall be contingent upon the completion of two thousand eighty (2,080) regularly scheduled hours of satisfactory service, in permanent status, at the lower step. All time actually worked by employees in permanent part-time positions shall be counted towards the completion of the 2080 hours requirement. 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 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 step increase, provided that no employee shall receive more than the "E" Step of the new range.

Article 23. Standard Tour of Duty

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

The Department Head shall establish the actual number of hours which comprises the standard tour of duty for each position. The Department Head may modify or change the number of hours in a standard tour of duty for each position to meet the needs of the service. When a Department Head finds it necessary to make such modifications or changes, the Department Head shall notify the affected employee(s) and OE3 indicating the proposed change prior to its implementation and when OE3 requests to meet and confer, the parties shall expeditiously meet and confer pursuant to MMBA requirements regarding the impact the modification or change would have on employees. An employee or OE3 may request the department head to change a standard tour of duty to meet the needs of the service. The above shall not apply when a short term “special tour of duty” is established as described in Article 8 Call Back.

Article 24. Dual Appointments

The appointment of two (2) full-time employees to the same budgeted permanent position may be authorized by the County Administrator to facilitate training, to make assignments to a position which is vacant due to an extended authorized leave of absence, or in an emergency. The most recently hired dual appointee shall enjoy all the benefits of a permanent employee, except permanent status. Upon return of the initial employee, the most recently hired dual appointee shall be terminated from employment without right of review or appeal, or, if a promoted County employee, subject to the provisions of Article 20, Promotional Probation.

Article 25. Job Sharing

The County will consider the request of an employee in a permanent position who desires to share his/her job with another qualified employee or eligible person. Jobs may be shared on an hourly or daily basis provided that the combined total scheduled hours does not exceed more than 80 hours per pay period. An employee who works less than 40 hours per pay period shall not be eligible to receive any benefits for which the County pays an insurance premium or membership in the retirement system. Should both employees be scheduled for forty (40) hours each pay period, both employees shall receive 50% of the current cafeteria plan benefit towards their insurance premiums; provided, however, that one (1) employee may elect to waive coverage under the insurance program. Should one job sharing employee waive the cafeteria benefit, the other employee shall receive 100% of the current cafeteria plan benefit towards their insurance

premiums. All other benefits for job sharing employees shall be as provided in the appropriate Article on a pro-rated basis based upon a total 80 hour pay period.

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

Article 26. Furloughs

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

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

Non-General Fund employees will be exempt from the furlough program.

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

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

Permanent and probationary employees placed on a no pay status in the Employee Furlough Program shall continue to accrue and maintain all employee benefits including the Cafeteria Allowance. Participation in the Employee Furlough Program shall not affect a permanent or probationary employee's anniversary date.

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

Article 27. Layoff Procedure

1. **Definition:** A layoff is the involuntary separation, demotion, or reduction in work hours of a permanent employee without fault of the employee. Layoff applies only to permanent positions. A layoff occurs only when there is a surplus of employees, a position is to be deleted from the authorized position allocation listing, a position's scheduled work hours are being reduced on a permanent basis, or when funds are withdrawn from a previously funded position.

2. **Procedure:** Layoffs shall be by classification within a department. The Board of Supervisors has the sole authority to determine the number and classification of positions to be laid off within each department. Prior to any action by the Board of Supervisors, OE3 and the employees potentially affected shall be notified in writing. Prior to any reduction in

the work force of permanent employees, all relief and probationary employees within the affected classification and department shall be separated. Layoffs will be accomplished by seniority in accordance with the following procedure:

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

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

(b) In lieu of being separated a permanent employee may elect to demote to any classification within the department in which the employee had previously held permanent status. Such employee shall be placed at a salary step within the lower range that is closest to their prior salary step, but does not exceed it. In no case will the demoted employee be placed above the E step. An employee so demoting shall not displace any employee whose total County service exceeds that of the employee being bumped

(c) Upon recommendation of the Department Head and approval of the Human Resources Manager, an employee may elect to transfer and/or demote in lieu of layoff to a vacant position in any department providing that the employee's skills, knowledge and abilities meet the minimum qualifications for the position sought

(d) Any employee replaced by demotion/bump shall have the same rights as set forth above.

(e) Permanent employees shall be provided a written notice of intended action with the reasons therefore at least ten (10) work days before the effective date of any layoffs.

(f) Non-merit systems employees do not have the right displace any employee who holds a merit systems position regardless of seniority.

3. **Flexibly Staffed Series:** For layoffs occurring in flexibly staffed series (i.e. I/II/Senior), all time worked within the affected department in both the I and II levels of that series will be combined prior to determining the order of layoff. It is understood that in flexibly staffed series new employees cannot be initially hired beyond the II level

4. **Exception to Order of Layoff:** Whenever the best interest of the County requires the retention of an employee who possesses a special license or certificate or who possesses specialized skills, knowledge and abilities, the Department Head may request that such employee be exempted from the bumping procedures; provided, however, that such specialized qualifications(s) cannot be readily obtained by a more senior employee, who is subject to lay-off, within ninety (90) days. Such requests must be in writing and approved by the County Administrator with the concurrence of OE3.

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

5. Reemployment Rights:

(a) A reemployment list by classification shall be established in the inverse order of seniority. Persons on this list will be afforded first opportunity for appointment to any future employment in said class.

(b) Such right to reemployment shall be for a period of one year. Said employee, if recalled within that period, will resume employment on the same basis as returning from an unpaid leave of absence. A person declining offered appointment will be stricken from the reemployment list after two (2) refusals.

(c) After one year, laid off employees will continue to be encouraged to apply for positions within the County service. Such persons will receive full consideration of such application in light of former service. Nothing in this section assigns any further rights to such persons.

Article 28. Seniority

(a) Definition. Employees shall be placed on the seniority list by classification in accordance with the date that they were first hired or promoted into their current classification, except as referenced in Article 28(3). Prior service as a relief or intermittent employee does not apply towards seniority.

(b) Policy. The County's policy with regard to seniority shall be as follows:

1. Placement on the seniority list shall not be affected by leaves of absences duly granted for work-related injuries or illnesses.

2. Placement on the seniority list qualifies an employee within his/her department for vacation and days off preference.

3. All things being equal in terms of skill, ability, training, and experience seniority shall be considered for shift, job, and workstation assignments.

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

Article 29. Access to Human Resources Records

Personnel records are confidential and access to personnel records of an employee shall be limited to the County Administrator or designated representative, County Counsel, Personnel/Risk Management staff, Department Heads or supervisors in the employee's chain of command. An employee and/or the employee's representative, designated by the employee in writing, will be allowed to review, or after payment of the required fee to receive a copy of the employee's personnel records during regular business hours. Occasional copies of the official personnel file contents for an employee or designated representative, not to exceed twenty (20) pages, shall be provided without cost. Persons who do not schedule appointments for reviewing and/or receiving copies of personnel records may be subject to a delay. Letters of reference, initial and

subsequent County application form(s), and other matters exempted by law shall be excluded from the right to copy or, where applicable, to inspection by the employee.

Employees shall receive a copy of any document, which is related to performance prior to being placed in the employee's personnel records. Counseling memos or letters of discussion may be expunged by the Human Resources Manager with department head concurrence/ recommendation upon evidence of sustained corrective performance or behavior. In no event shall such memo be expunged earlier than one year from the date of the event triggering the memo. Written reprimands may be expunged by the Human Resources Manager with Department Head concurrence/ recommendation upon evidence of sustained corrective performance or behavior. In no event shall such written reprimand be expunged earlier than five years from the date of the event triggering the reprimand. No documents regarding sexual harassment, discrimination or violence in the workplace will be expunged, regardless of sustained corrective behavior. Within seven (7) business days, an employee may appeal the denial of the expungement by the Human Resources Manager to the County Administrator. This is the sole avenue of appeal under this section. The grievance procedure does not apply.

Article 30. Grievance Procedure

1. **Purpose:** It is the purpose of this procedure to provide a simplified and definite method for Tuolumne County Employees/OE3 employees to resolve grievances they may have in their employment relationships with the County of Tuolumne. The overall policy of this procedure is to provide for the resolution of grievances at the lowest level within the employment hierarchy of the County as is possible without unnecessarily disrupting county functions or services. This procedure shall be liberally construed to effectuate its purpose and shall be viewed by all as a means to enhance the function of the County in providing services to the general public. The use of this procedure in resolving grievances shall not be held against any employee in any manner since the adoption of this procedure gives each employee the right to use it.

2. **Definition of Grievance:** A grievance is a disagreement between County management and an employee, group of employees, or OE3 concerning the interpretation, application, or violation of a specific article(s) of this Memorandum of Understanding or established written rules or regulations governing personnel practices. This grievance procedure shall not apply to disciplinary action. All such appeals shall be governed by Article 31 of this MOU.

3. **Time Limitations and Notification:** Time limits are established to settle a grievance quickly. Time limits may be modified or extended only when mutually agreed upon by the County and the Union. If at any step of this Grievance Procedure, the grievant is dissatisfied with the decision rendered or a decision has not been filed in a timely manner, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved.

   A formal grievance may be entertained or advanced to any step if the parties jointly so agree, provided that only OE3 may initiate the Fifth Step of this procedure.

   For purposes of this procedure, notification to a party may be given either personally, telephonically, by confirmed E-mail, or by mail. When notice is mailed to an employee, it shall be sent to the employee's current address of record. Notice by mail shall be deemed

to have been completed on the fifth calendar day following deposit of notice with the United States Postal Service. Failure to accept delivery of mail will not extend the timelines.

4. **Jurisdiction:** The Human Resources Manager shall have the sole authority within the County structure to provide the official management interpretation or application to any and all provisions of this Agreement. The Human Resources Manager, or designee, may represent the department during any step of this procedure. Tuolumne County Employees/OE3 employees may use this procedure, regardless of membership in any employee organization. The decision to use this procedure and any step thereof is solely that of the employee. In using this procedure, however, any employee may choose to be represented by another, including the representative of an employee organization.

5. **Use of County Time:** Reasonable County time, subject to the discretion of the Department Head, may be used in the preparation of a written or oral grievance. County time may be used for the procedure set forth below.

6. **Steps in the Grievance Procedure:** No complaint shall be considered a grievance unless it is presented within twenty (20) business days after the employee is aware, or should have been aware of the conditions precipitating the grievance. However, under no circumstances will a grievance be processed if the events in the grievance are based on events ninety (90) calendar days or older as of the written submission.

   (a) **First Step:** Any employee or group of employees having a grievance shall first discuss the grievance on a personal face-to-face basis with the first line supervisor or the lowest level of supervisor capable of remedying the grievance. This step shall not require a written grievance. Within seven (7) business days the individual so designated shall render a written decision. If the grievant is not satisfied with the decision, the grievant may not later than seven (7) business days after receipt of the decision submit the grievance to the next step.

   (b) **Second Step:** If a mutually acceptable solution has not been reached in Step 1, the grievant shall submit the grievance in writing to the next level of supervision above the supervisor in step one. The written grievance shall provide a detailed statement of the grievance, including dates, names and places, applicable MOU article(s) or personnel practices alleged to have been violated, and the specific remedy requested. Within seven (7) business days the individual so designated shall render a written decision. If the grievant is not satisfied with the decision, the grievant may not later than seven (7) business days after receipt of the decision submit the grievance to the next step. Any affected party may appeal this determination directly to a hearing officer or arbitrator as provided for in Step 5.

   (c) **Third Step:** If a mutually acceptable solution has not been reached, the grievant shall submit the written grievance to the Department Head. The Department Head, or designee, shall personally meet with the grievant as soon as is practicable, but not later that fourteen (14) business days from the presentation of the written grievance, to discuss the grievance and shall render a written decision to the grievant within fourteen (14) business days of such meeting. The Department Head and the appellant may call any witnesses at such meeting in order to reach a decision; any meeting may be continued by the Department Head if necessary. If the grievant is not satisfied with the written decision, the grievant may not later than seven (7) business days after receipt of the decision submit the grievance to the next step.

(d) **Fourth Step:** If a mutually acceptable solution has not been reached, the grievant shall submit the written grievance to the Human Resources Manager. The written grievance shall provide a detailed statement of the grievance, including dates, names and places, applicable MOU article(s) or personnel practices alleged to have been violated, and the specific remedy requested Within seven (7) business days the Human Resources Manager shall meet with the grievant and within seven (7) business days thereafter render a written decision. If the grievant is not satisfied with the decision, the grievant may not later than seven (7) business days after receipt of the decision submit the grievance to the next step.

(e) **Fifth Step:** If a mutually acceptable solution has not been reached, only OE3 may submit the written grievance to the Human Resources Manager with a request that the grievance be submitted to a hearing panel or an arbitrator.

An arbitrator shall be chosen from a list of five arbitrators supplied by the California State Mediation and Conciliation Service following an alternate striking process. The parties agree to request a list from said department that is comprised of arbitrators in Northern California (defined as north of Fresno). The first strike shall be chosen by lot. The cost of arbitration shall be shared equally by both parties. The term "party" applies to the County and the Association (Union).

A hearing panel shall be comprised of one (1) representative of the County Administrator, one (1) representative from the employee association, and one neutral member (who may be a mediator) selected by the other two members. The cost of the hearing panel shall be shared equally by both parties. The arbitrator shall be selected within six (6) months of receiving the list or the appeal shall be considered abandoned.

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

Article 31. Disciplinary Action

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

Section (2) Cause(s) of Action: An employee with permanent status with the County may be disciplined only for cause. Except in cases of serious violation, progressive discipline should be applied as outlined in the Supervisor's Guideline to Performance Management & Employee Discipline. Any changes made to this Guideline need to comply with the Meyers-Milias-Brown Act. Possible causes for discipline include, but are not limited to, the following:

(a) Omission or willful misrepresentation of a material fact or other fraud in securing employment including, but not limited to, the following:

1. Falsification of application for work;
2. False information regarding driver's license; and/or
3. False information regarding professional licenses, credentials, or certificates.

(b) Falsification of an official statement or document;
(c) Failure to meet work performance standards and requirements;
(d) Willful or negligent disobedience of any job-related law, ordinance, County rule, or departmental regulation or any superior's lawful order;
(e) Incompetence;
(f) Inefficiency;
(g) Inexcusable neglect of duties;
(h) Insubordination;
(i) Dishonesty;
(j) Improper use of drugs or alcohol including, but not limited to, the following:
1. In possession of, under the influence of, alcohol beverages, while at work or in County work areas;
2. In possession, in use, under the influence of, or trafficking in habit-forming drugs and/or narcotics while at work or on County property. The term "drugs" means controlled substances as defined in Division 10 (commencing with Section 11000) of the California Health and Safety Code;

(k) Failure to meet the requirements of the Department of Transportation Drug Testing Regulations for covered employees;
(l) Unexcused absence from duty, including, but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slowdowns;
(m) Conviction of a felony or conviction of a misdemeanor involving moral turpitude; a plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this subsection;
(n) Discourteous treatment of the public or other employees;
(o) Harassment of any member of the public or other employees based on their race, color, religion, gender, gender identity or expression, ancestry, national origin, age, genetic information, marital status, sexual orientation, medical condition or disability, amnesty, or status as a covered veteran or usage of family medical care leave or pregnancy leave in accordance with applicable federal, state and local laws;
(p) Misuse of County property or damage to County property resulting from misuse or negligence;
(q) Inconsistent, incompatible or conflicting employment activity or enterprise;
(r) Violation of a department rule;
(s) Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the County;
(t) Sexual harassment;
(u) Commission of any type of violence in the workplace, regardless against whom it is directed. Violence related to the work place, that is committed off site and off working hours is also subject to severe discipline; and
(v) Absenteeism.

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

A Letter of Reprimand is considered to be a disciplinary action. Any employee receiving a Letter

of Reprimand may respond to the Letter of Reprimand within thirty (30) calendar days from the date of receipt of the Letter of Reprimand. The employee's written response shall be attached to the Letter of Reprimand and placed in the employee's personnel file. A Letter of Reprimand shall not be appealed beyond the informal response meeting with the Department Head or designee as provided in Section (5) below.

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

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

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

(a) A permanent employee given notice of intended disciplinary action may, within seven (7) business days after service of the notice, respond to the Department Head either orally or in writing. The employee shall not be entitled to a formal hearing with examination of witnesses, but he/she may present statements by himself/herself, written statements of any witnesses and other documentary material. Employee may be represented by another in presenting his response. The Department Head/Skelly Officer shall fairly and impartially consider the employee's response and shall thereafter:

1. Uphold the proposed disciplinary action;
2. Notify the employee that the proposed disciplinary action will not be imposed;
3. Impose a lesser disciplinary action; or
4. Amend the charges

(b) In the event the Department Head/Skelly Officer substantively amends the intended charges or punishment, a revised notice of proposed disciplinary action shall be provided as stated in Section 4.

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

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

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

Section (7) Disciplinary Action - Minor: A minor suspension is a suspension for a period of ten (10) business days or less in any twelve month period (or the equivalent reduction in salary step). A Department Head/Skelly Officer considering a minor suspension shall comply with Section 4 and, if requested, Section 5. After receiving the Order of Disciplinary Action provided in Section 6, the employee may, within seven (7) business days after service of an order imposing a minor suspension, appeal in writing to the County Administrator who shall thereafter conduct such meetings and informal discussions as deemed appropriate. The County Administrator shall make a written decision within fourteen (14) business days affirming, modifying or revoking the order which shall be transmitted to the employee and the Department Head and shall place a copy in the employee's personnel file. In the event the discipline is revoked, all record of the discipline and hearing will be removed from the employee's personnel file. The decision of the County Administrator shall be final and binding.

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

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

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

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

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

Section (13) Disciplinary Action - The Hearing: A permanent employee subjected to discipline greater than that defined as "minor" shall have the option of a hearing either before a hearing panel or an arbitrator, as provided in Article 31(e) of this Agreement. In either instance, the decision of the hearing official shall be considered final and binding.

The hearing shall be held in closed session unless the employee notifies the Human Resources Office in writing at least two (2) business days prior to the hearing date that he or she desires to

have the hearing in public. In any event, the Department Head shall be entitled to have those matters, which constitute complaints against him or her, heard in closed session. The employee shall have the right to be represented by counsel and to present evidentiary facts. The hearing official may at any time exclude any person who may be a witness in the case under consideration, with the exception of the employee and the departmental representative.

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

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

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

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

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

Section (16) Disciplinary Action - Affirmation or Revocation of Action: The hearing official may affirm or revoke the action taken by the Department Head or may modify such action to a less severe punishment. The hearing official may order the employee returned to his or her position either as of the date of the punitive action by the Department Head or as of such later date as may be specified. If the hearing official revokes or modifies the Order of the Department Head, the appealing employee shall be granted forthwith all rights and privileges pertaining to County service in accordance with the Order of the hearing official.

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

Article 32. Provisions of Law

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

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

Article 33. Full Understanding, Modification and Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, that the understandings arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement for its duration, therefore, constitute the complete and total contract between the County and OE3 with respect to wages, hours and other terms and conditions of employment. Any prior or existing Agreement between the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. The parties voluntarily waive the right to meet and confer in good faith with respect to any subject or matter referred to or covered in this Agreement, except that the parties, by mutual agreement, may meet and confer and agree to amend any matter in this Agreement, including compensation; provided, however, that the County may make changes to the personnel rules consistent with rights OE3 has to meet with the County prior to implementation of such changes.

All pertinent ordinances and resolutions shall be revised to conform to this Agreement. All other ordinances, resolutions, rules and regulations, practices and policies shall continue in force and effect during the term of this Agreement unless modified according to the provisions of this Agreement.

Article 34. Term

The term of this Memorandum of Understanding shall commence at 12:01 a.m. on January 1, 2017, and this Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of December 31, 2020. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. by, the terms and conditions of this Memorandum of Understanding shall be extended one (1) year or until a successor Memorandum of Understanding is adopted, whichever occurs sooner.

Article 35. Successor Memorandum of Understanding Negotiations

Both parties agree to meet to begin negotiations for a successor Memorandum of Understanding on Tuesday, August 11, 2020 at 9:00 a.m.

Article 36. Approval by Board of Supervisors

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

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

Dated: 1/27/17

COUNTY OF TUOLUMNE

Ann Fremd
HR/Risk Manager

Accepted this:

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: _____

OPERATING ENGINEERS LOCAL UNION NO. 3 OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

1-27-17
Michael A Eggener
Business Representative, OE3

Marlena Muffoletto

Lynn McCormick

Joe Fernandez

Adam Paszkowski

Jason Parkinson

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.

OR

_____(herein after "EMPLOYEE") may work a "4-10" schedule with the approval of their Department Head. A 4-10 schedule will consist only of four (4) ten (10) hour days per week. Within a 4-10 schedule an employee will not earn overtime pay unless they exceed 40 hours in a work week.

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 workday 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 variable 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:_____

ATTACHMENT "B"

TRAVEL POLICY

The County policy regarding travel and reimbursement of travel expenses, as referenced in Article 18 Expense Reimbursement, Section (3) Travel Authorization/Travel Policy, is as described in the currently adopted County Personnel Rules and Regulations. The County agrees to meet and confer over the impacts of the revised travel policy prior to acceptance by the Tuolumne County Board of Supervisors.

MOU Addendum
2017-2020
Between the
Operating Engineers Local #3
on behalf of the
County of Tuolumne Professional Division
and the
County of Tuolumne

Article 3. Salary Adjustments

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

Class Title	Range Effective 7/1/16	PPD of 2/5/17: 2% COLA	PPD with 7/1/17: down to 17%	PPD with 7/1/18: down to 15%	PPD with 7/1/18: 2% COLA	PPD with 7/1/19: down to 13%	PPD with 7/1/19: 2% COLA	PPD with 7/1/20: down to 10%	PPD with 7/1/20: 2% COLA
Accountant I	353	357		361	365	369	373	379	383
Accountant II	373	377		381	385	389	393	399	403
Activity Coordinator	319	323	327	331	335	339	343	349	353
Agricultural Biologist I	337	341			345	347	351	357	361
Agricultural Biologist II	357	361			365	367	371	377	381
Air Pollution Control Specialist I	370	374			378		382	383	387
Air Pollution Control Specialist II	390	394			398		402	403	407
Appraiser I	351	355			359		363	365	369
Appraiser II	371	375			379		383	385	389
Assistant Engineer	469	473			477		481		485
Associate Engineer	489	493			497		501		505
Auditor-Appraiser I	371	375			379		383		387
Auditor-Appraiser II	391	395			399		403		407
Building Inspector I	368	372			376		380	386	390
Building Inspector II	388	392			396		400	406	410
Cadastral GIS Technician I	337	341			345		349	355	359
Cadastral GIS Technician II	357	361			365		369	375	379
Environmental Health Specialist I	383	387			391		395		399
Environmental Health Specialist II	403	407			411		415		419
Fire Prevention Inspector I	348	352			356		360		364
Fire Prevention Inspector II	368	372			376		380		384
GIS Analyst I	398	402	406	410	414	418	422	428	432
GIS Analyst II	418	422	426	430	434	438	442	448	452
GIS Technician I	337	341	343	347	351	355	359	365	369
GIS Technician II	357	361	363	367	371	375	379	385	389
Information Technology Technician I	340	344		346	350	354	358	364	368
Information Technology Technician II	360	364		366	370	374	378	384	388
Junior Engineer	449	453			457		461		465
Land Surveyor I	427	431	435	439	443	447	451	457	461
Land Surveyor II	447	451	455	459	463	467	471	477	481

Librarian I	346	350			354		358	362	366
Librarian II	366	370			374		378	382	386
Network Analyst I	397	401	405	409	413	417	421	427	431
Network Analyst II	417	421	425	429	433	437	441	447	451
Planner I	372	376		378	382	386	390	396	400
Planner II	392	396		398	402	406	410	416	420
Plans Examiner I	388	392			396	398	402	408	412
Plans Examiner II	408	412			416	418	422	428	432
Program Specialist	372	376	378	382	386	390	394	400	404
Property Tax Accountant	373	377		381	385	389	393	399	403
Public Defender Investigator	369	373	375	379	383	387	391	397	401
Radio Communications Coordinator	365	369			373		377	383	387
Registered Veterinary Technician	328	332			336		340	344	348
Senior Agricultural Biologist	377	381			385	387	391	397	401
Senior Air Pollution Control Specialist	410	414			418		422	423	427
Senior Appraiser	391	395			399		403	405	409
Senior Auditor-Appraiser	411	415			419		423		427
Senior Building Inspector	408	412			416		420	426	430
Senior Cadastral GIS Technician	377	381			385		389	395	399
Senior Collections Officer	360	364	368	372	376	380	384	390	394
Senior Environmental Health Specialist	423	427			431		435		439
Senior Fire Prevention Inspector	388	392			396		400		404
Senior GIS Technician	377	381	383	387	391	395	399	405	409
Senior Information Technology Technician	380	384		386	390	394	398	404	408
Senior Planner	412	416		418	422	426	430	436	440
Senior Plans Examiner	428	432			436	438	442	448	452
Senior Staff Services Analyst	398	402	406	410	414	418	422	428	432
Social Worker I	321	325		329	333	337	341	347	351
Social Worker II	341	345		349	353	357	361	367	371
Social Worker III	361	365		369	373	377	381	387	391
Social Worker IV	381	385		389	393	397	401	407	411
Solid Waste Specialist	398	402			406	410	414	420	424
Solid Waste Technician I	358	362			366	370	374	380	384
Solid Waste Technician II	378	382			386	390	394	400	404
Special Projects Accountant	371	375	377	381	385	389	393	399	403
Staff Services Analyst I	358	362	366	370	374	378	382	388	392
Staff Services Analyst II	378	382	386	390	394	398	402	408	412
Systems Analyst I	397	401	405	409	413	417	421	427	431
Systems Analyst II	417	421	425	429	433	437	441	447	451
Victim Witness Advocate	319	323	325	329	333	337	341	347	351

Section (3). In an effort to facilitate succession training and professional development, Senior Planners assigned as Supervising Planner, or Senior Building Inspector's assigned as Supervising Inspector shall receive a ten (10) percent pay differential over and above their base salary range established above pursuant to this Article. Assigned employees will function as the lead person in the absence of the Department head or Division Chief and assist in other administrative tasks.

These training assignments are voluntary, rotational on a six (6) month basis to all interested and qualified employees, and assigned at the discretion of the assigning official.

Section (4). Protective Services Differential – Department of Social Services

In recognition of the additional difficulty and stress associated with working in Protective Services, Social Workers in that division will receive a five (5%) percent salary differential.

Section (5). Canine Pay

The County and OE3 agree that a reasonable estimate of the time a Victim Witness Advocate assigned a canine providing general home care, feeding, exercising, and transporting to and from work, but not including irregularly recurring time such as traveling to and from attending training programs and veterinary appointments is twenty (20) minutes per day and 10.14 hours per month. The County and OE3 agree that the County shall, each month, pay 1.5 times the legally required minimum wage for 10.14 hours of these duties. Currently the minimum wage is $10.00 per hour so, effective June 26, 2016, Victim Witness Advocates assigned canine shall be paid $152.10 per month (1.5 x $10/hour x 10.14 hours). Effective January 1, 2017, the minimum wage is expected to increase to $10.50 per hour. As such the monthly amount paid to employees with an assigned canine would increase to $159.71 (1.5 x $10.50/hour x 10.14 hours). As minimum wage increases, this formula shall be used to calculate the new monthly amount of canine pay using the new minimum wage amount.

Article 5. Pay Differential

Employees in the classification of IT Technician who are required to return to work or return to work on a day not regularly scheduled and work four hours or more in a shift shall be paid shift differential at the following rates:

03:00 P.M. to 11:00 P.M. shift	-	$6.50 per shift
11:00 P.M. to 07:00 A.M. shift	-	$9.00 per shift

Article 11. Uniform Allowance

A uniform allowance of one hundred fifty dollars ($150) per fiscal year paid twice a year in January and July will be provided for the purchase of boots, coats, shirts, hats, uniforms, gloves, gators (snake proof), overalls or coveralls. Items of clothing will reflect the County logo or wording identifying the employee as a County employee. The department will determine minimum standards for items purchased. This section applies only to the following classifications: Appraiser, Building Inspector, Environmental Health Specialist, Planner, Solid Waste Technician, Solid Waste Specialist, Junior/Assistant/Associate Engineers, Engineering Technicians, Land Surveyors, Code Compliance Investigators and Agriculture & Air Pollution Inspector.

Fire Prevention Inspectors shall receive an annual uniform allowance in the amount of seven hundred dollars ($700.00). Fifty percent (50%) of the allowance is payable during the period of July through December and fifty percent (50%) is payable January through June of each fiscal year.

Employees on non-industrial disability or a leave of absence are not eligible to receive the allowance while on such leave. Once returned to full duty, the allowance will be pro-rated based on date of return to work.

MOU Addendum
2017-2020
Between the
Operating Engineers Local #3
on behalf of the
County of Tuolumne Roads Operations Division
and the
County of Tuolumne

Article 3. Salary Adjustments

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

Class Title	Range Effective 7/1/16	PPD of 2/5/17:2% COLA	PPD with 7/1/17: down to 17%	PPD with 7/1/18: down to 15%	PPD with 7/1/18: 2% COLA	PPD with 7/1/19: down to 13%	PPD with 7/1/19: 2% COLA	PPD with 7/1/20: down to 10%	PPD with 7/1/20: 2% COLA
Construction Support Services Technician	348	352	356	360	364	368	372	378	382
Equipment Technician	346	350			354		358	359	363
Lead Equipment Technician	386	390			394		398	399	403
Road Crew Leadworker	348	352		356	360	364	368	374	378
Road Worker	308	312		316	320	324	328	334	338
Senior Equipment Technician	366	370			374		378	379	383
Senior Road Worker	328	332		336	340	344	348	354	358

Article 4. Overtime

(d) Meal Provisions. An employee who works twelve (12) or more consecutive hours shall be entitled to a meal allowance of ten dollars ($10). An employee shall be entitled to this benefit for each period of four (4) or more hours worked beyond twelve (12) hours.

An employee who works on a holiday or weekend is entitled to the above ten-dollar meal allowance for every four-hour period worked.

Article 5. Pay Differential

Upon successful completion of a one hundred sixty (160) hour training program, employees classified as a Road Worker shall receive a twenty-five ($0.25) cent per hour pay differential for each hour assigned to perform as a heavy equipment operator, provided, that such assignment exceeds five (5) hours in any given standard tour of duty.

Employees, who work four (4) hours or more in a shift beginning between 8:00 P.M. and 4:00 A.M. shall be paid a shift differential of $8.00 per shift.

Article 11. Clothing, Physical Examinations, Hepatitis B Vaccination, HazCom Training and Safety Equipment

Section A. The County agrees to provide and launder coveralls as the need arises and as determined by the department.

Section B. A uniform allowance of four hundred dollars ($400) a year paid in two (2) increments during the month of July and January each fiscal year will be provided for the purchase of prescription safety glasses, safety boots, a safety coat, shirts with a County seal replica, trousers, hats and gloves. The department will determine minimum standards for the safety boots, coats, shirts and trousers. The purchase of trousers, hats and gloves, the employee's safety boots, shirts and coat must meet the minimum standards as determined by the department. For the duration of this agreement it should be understood that steel-toed boots are not required. Should the department want to require steel-toed boots, they shall meet and confer with the association on this topic.

As described above, the County agrees to provide reimbursement towards safety glasses for those employees in the Road Operations Division who require corrective lenses for the normal execution of their job duties. This Contract is limited to one set of safety glasses every two years. Replacement of damaged prescription safety glasses may be provided if, in the opinion of the department, the damage was the result of a work-related incident.

Employees on non-industrial disability or a leave of absence are not eligible to receive the allowance while on such leave. Once returned to full duty, the allowance will be pro-rated based on date of return to work.

Section C. The County agrees to provide time off and to pay for the physical examination required by the Department of Motor Vehicles for maintenance of a Class A or B driver's license.

Section D. The County agrees to make available, to provide time off and to pay for the hepatitis B vaccine and vaccination series to all employees in the Road Operations Division. Participation in the hepatitis B vaccination series is strictly voluntary.

Section E. Pursuant to Cal OSHA training requirements, the Department will provide hazard communication training to all employees in the Road Operations Division. Such training will include, but not limited to, health hazards, safe handling, use of protective equipment, and emergency procedures.

MOU Addendum
2017-2020
Between the
Operating Engineers Local #3
on behalf of the
County of Tuolumne Skilled Trades Division
and the
County of Tuolumne

Article 3. Salary Adjustments

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

Class Title	Range Effective 7/1/16	PPD of 2/5/172% COLA	PPD with 7/1/17: down to 17%	PPD with 7/1/18: down to 15%	PPD with 7/1/18: 2% COLA	PPD with 7/1/19: down to 13%	PPD with 7/1/19: 2% COLA	PPD with 7/1/20: down to 10%	PPD with 7/1/20: 2% COLA
Airport Technician	328	332			336	338	342	348	352
Facilities Maintenance Worker I	305	309		311	315	319	323	329	333
Facilities Maintenance Worker II	325	329		331	335	339	343	349	353
Groundskeeper I	293	297			301		305	309	313
Groundskeeper II	313	317			321		325	329	333
Housekeeping Worker	264	268		272	276	280	284	290	294
Lead Housekeeping Worker	284	288		292	296	300	304	310	314
Senior Airport Technician	348	352			356	358	362	368	372
Senior Facilities Maintenance Worker	345	349		351	355	359	363	369	373
Senior Work Release Site Coordinator	342	346	350	354	358	362	366	372	376
Work Release Site Coordinator	321	325	329	333	337	341	345	351	355

Article 4. Overtime

(d) Meal Provisions. An employee who works twelve (12) or more consecutive hours shall be entitled to a meal allowance equal to the County's meal reimbursement rate, with provision of a receipt. An employee shall be entitled to this benefit for each period of four (4) or more hours worked beyond twelve (12) hours.

Article 5. Shift Differential

Employees who work four (4) hours or more in a shift shall be paid shift differential at the following rates:

3:00 p.m. to 11:00 p.m. shift - $6.50 per shift
11:00 p.m. to 7:00 a.m. shift - $9.00 per shift

Article 11. Uniforms, Physical Examinations, and Safety Equipment

The County agrees to provide and launder uniforms for Building Maintenance and Housekeeping Workers. A committee comprised of the Facilities Manager and certain Housekeeping Workers designated by the Union Business Agent will arrive at a uniform design for Housekeeping Workers.

Effective upon ratification of this agreement, the Management of the Probation Department and representatives of the Association will meet to identify a style and color of uniform shirt to be purchased and laundered by the County. The ultimate decision on the style and color will be the Probation Department's. As soon as practicable upon selecting a uniform shirt, the shirts will be purchased and put into use.

The County agrees to provide time off and to pay for the physical examination required by the Department of Motor Vehicles for maintenance of a Class A or B driver's license.

The County agrees to provide safety glasses for those employees in the Skilled Trades and Maintenance Division who require corrective lenses for the normal execution of their job duties. This MOU is limited to one set of safety glasses every two years.

MOU Addendum
2017 - 2020
Between the
Operating Engineers Local #3
on behalf of the
County of Tuolumne Employees Association
and the
County of Tuolumne

Article 3. Salary Adjustments

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

Class Title	Range Effective 7/1/16	PPD of 2/5/17: 2% COLA	PPD with 7/1/17: down to 17%	PPD with 7/1/18: down to 15%	PPD with 7/1/18: 2% COLA	PPD with 7/1/19: down to 13%	PPD with 7/1/19: 2% COLA	PPD with 7/1/20: down to 10%	PPD with 7/1/20: 2% COLA
Account Clerk I	261	265	269	273	277	281	285	291	295
Account Clerk II	281	285	289	293	297	301	305	311	315
Administrative Assistant	326	330			334		338		342
Administrative Technician	346	350			354		358		362
Agriculture Field Assistant	290	294	298	302	306	310	314	320	324
Animal Control Officer I	288	292			296		300	304	308
Animal Control Officer II	308	312			316		320	324	328
Animal Control Shelter Attendant	267	271			275		279	283	287
Assessment Technician I	274	278		282	286	290	294	300	304
Assessment Technician II	294	298		302	306	310	314	320	324
Collections Officer I	320	324	328	332	336	340	344	350	354
Collections Officer II	340	344	348	352	356	360	364	370	374
Community Health Worker	273	277		279	283	287	291	297	301
County Courier	279	283			287	289	293	299	303
DSS Helpdesk Technician I	352	356			360		364		368
DSS Helpdesk Technician II	372	376			380		384		388
Eligibility Screener	285	289			293		297	303	307
Eligibility Worker I	285	289			293		297	303	307
Eligibility Worker II	305	309			313		317	323	327
Eligibility Worker III	325	329			333		337	343	347
Engineering Technician I	381	385			389		393		397
Engineering Technician II	401	405			409		413		417
Fiscal Technician	311	315	319	323	327	331	335	341	345
Health Program Technician I	299	303	307	311	315	319	323	329	333
Health Program Technician II	319	323	327	331	335	339	343	349	353
HSA Fleet Coordinator	304	308	312	316	320	324	328	334	338
Integrated Case Worker I	310	314			318		322	328	332
Integrated Case Worker II	330	334			338		342	348	352
Legal Assistant I	291	295	299	303	307	311	315	321	325
Legal Assistant II	311	315	319	323	327	331	335	341	345
Library Assistant I	281	285			289		293		297
Library Assistant II	301	305			309		313		317
Mail Assistant	279	283			287	289	293	299	303
Medical Office Assistant	299	303			307		311		315
Medical Records & Billing Technician I	316	320			324		328	329	333
Medical Records & Billing Technician II	336	340			344		348	349	353

Nutrition Assistant I	289	293	297	301	305	309	313	319	323
Nutrition Assistant II	309	313	317	321	325	329	333	339	343
Office Assistant II	260	264			268	270	274	280	284
Permit Technician I	346	350			354		358		362
Permit Technician II	366	370			374		378		382
Personal Care Assistant Provider	269	273			277		281		285
Recordable Documents Examiner I	277	281	285	289	293	297	301	307	311
Recordable Documents Examiner II	297	301	305	309	313	317	321	327	331
Senior Account Clerk	301	305	309	313	317	321	325	331	335
Senior Assessment Technician	314	318		322	326	330	334	340	344
Senior Engineering Technician	421	425			429		433		437
Senior Health Program Technician	339	343	347	351	355	359	363	369	373
Senior Legal Assistant	331	335	339	343	347	351	355	361	365
Senior Library Assistant	321	325			329		333		337
Senior Medical Records and Billing Technician	356	360			364		368	369	373
Senior Office Assistant	280	284			288	290	294	300	304
Senior Recordable Documents Examiner	317	321	325	329	333	337	341	347	351
Senior Sheriff Clerk	326	330		332	336	340	344	350	354
Senior Veteran Service Representative	329	333	337	341	345	349	353	359	363
Sheriff's Clerk I	286	290		292	296	300	304	310	314
Sheriff's Clerk II	306	310		312	316	320	324	330	334
Social Worker Assistant I	293	297			301		305		309
Social Worker Assistant II	313	317			321		325		329
Staff Services Specialist	344	348			352		356		360
Transfer Specialist	324	328		332	336	340	344	350	354
Transportation Officer	284	288	292	296	300	304	308	314	318
Veteran Service Representative I	289	293	297	301	305	309	313	319	323
Veteran Service Representative II	309	313	317	321	325	329	333	339	343
Youth Center Coordinator	319	323	327	331	335	339	343	349	353

Article 5. Pay Differential

Upon successful completion of a one hundred twenty (120) hour training program, with credit given for previous time completed, employees in permanent positions shall receive a twenty-five ($0.25) cent per hour pay differential for each hour assigned to perform as a supervisor, provided, that such assignment exceeds five (5) hours in any given standard tour of duty.

Employees who work four (4) hours or more in a shift shall be paid shift differential at the following rates:

03:00 p.m. to 11:00 p.m. shift	$6.50 per shift
11:00 p.m. to 07:00 a.m. shift	$9.00 per shift

Article 7. On-Call Pay

Animal Control Officers

Compensation for on-call Animal Control Officers shall be compensated as stated below in this article and shall exclude any other call back or on-call compensations outlined in other articles of the MOU.

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

On-call duty requires that Animal Control Officers so assigned shall: (1) wear a department issued pager and cell phone, and leave a telephone number where they can be reached; and (2) be able to respond to duty within a reasonable period of time.

Assigned Animal Control Officers shall receive on-call pay in the amount of $2.75/hr from the time they are released from active duty but not before the regular conclusion of shift, until they are back on active duty or the Animal Control work day starts. For each call back, assigned on-call Animal Control Officers shall receive overtime pay from the time they leave their home until the time they return to their home or commence their work day.

Article 11. Uniform Allowance

Animal Control Officers and shall receive an annual uniform allowance in the amount of five hundred dollars ($500.00). Fifty percent (50%) of the allowance is payable during the period of July through December and fifty percent (50%) is payable January through June of each fiscal year. Employees on non-industrial disability or a leave of absence are not eligible to receive the allowance while on such leave. Once returned to full duty, the allowance will be pro-rated based on date of return to work.

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