

AMENDMENT #10 TO THE 2017-2019
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF TUOLUMNE MANAGEMENT ASSOCIATION
AND
THE COUNTY OF TUOLUMNE

The County of Tuolumne and the County of Tuolumne Management Association hereby agree to amend the following conditions and terms of the 2017-2019 Memorandum of Understanding between the County of Tuolumne Management Association (herein after "CTMA") and the County of Tuolumne (herein after "County").

1. The County and CTMA agree to amend Article 3, Salary Adjustments, by amending

ARTICLE 3. SALARY ADJUSTMENTS

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

The CTMA position of Conflict Counsel shall receive a nineteen percent (19%) compensation adjustment to their base salary and Chief Conflict Counsel shall receive a seventeen percent (17%) compensation adjustment to their base salary.

	Job Code	Classification	Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5
Current	M073	Conflict Counsel	173	48.8086	51.2491	53.8115	56.5021	59.3272
New	M073	Conflict Counsel	173	59.9160	62.9119	66.0574	69.3603	72.8284
Current	M008	Chief Conflict Counsel	107	55.5668	58.3451	61.2623	64.3256	67.5418
New	M008	Chief Conflict Counsel	107	67.1059	70.4613	73.9844	77.6835	81.5678

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.

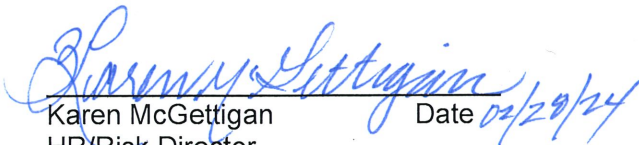
These adjustments will be effective retroactively, beginning December 31, 2023.

All other terms and conditions not inconsistent with these revisions remains in full force and effect.

Dated: FEBRUARY 27, 2024

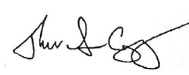
COUNTY OF TUOLUMNE

COUNTY OF TUOLUMNE
MANAGEMENT ASSOCIATION


Karen McGettigan
HR/Risk Director
Date 02/29/24

Jason Jasmine
Jason Jasmine (Feb 26, 2024 11:39 PST)
Jason Jasmine
Messing, Adam & Jasmine LLP
Date _____

Tracie Riggs 2/29/24
Tracie Riggs Date
County Administrator


Trevor Gregg Date
CTMA, President

Digitally signed by Trevor Gregg
DN: cn=Trevor Gregg, c=US,
email=lgregg@co.tuolumne.ca.us
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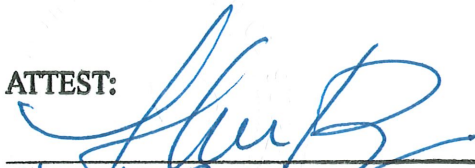
Approved as to form:

Accepted this 27th day of February 2024

 2-26-24
Sarah Carrillo Date
County Counsel

 02/27/2024
David Goldemberg Date
Chair, Board of Supervisors

ATTEST:


HEATHER D. RYAN [SEAL]
SR. BOARD Clerk of the Board of Supervisors

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

HEATHER D. RYAN
Board Clerk

By: 

AMENDMENT #9 TO THE 2017 - 2019
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF TUOLUMNE MANAGEMENT ASSOCIATION
AND
THE COUNTY OF TUOLUMNE

The County of Tuolumne and the County of Tuolumne Management Association hereby agree to amend the following conditions and terms of the 2017 - 2019 Memorandum of Understanding between the County of Tuolumne Management Association (herein after "CTMA") and the County of Tuolumne (herein after "County"). This Amendment is based upon the settlement package proposal as provided to the CTMA on January 18, 2023.

Unless specifically noted herein, this Amendment, including but not limited to the salary adjustments, is effective the first full pay period following Board of Supervisor approval of this Amendment.

Article 3. Salary Adjustments: The County and the CTMA agree to amend Article 3, Section A. All sections not specifically listed below remain unchanged and in effect. All applicable salary adjustments can be found on Attachment 1.

Section A.

1. Except for the classifications of Chief Conflict Counsel and Conflict Counsel, a total of 5% base wage increase for all CTMA classifications as follows: The 5% increase is inclusive of any compaction increases CTMA classifications received on or after October 9, 2022 due to bargaining agreements with other units. Specifically, if a CTMA classification received 5% or more due to the compaction increases, the classification will not receive a base wage increase during the term of this Amendment. For CTMA classifications that have received less than 5% compaction increases, those classifications will receive an increase to bring them to a total of a 5% base wage increase.
2. Effective November 1, 2022, incumbents assigned to the classifications of Chief Conflict Counsel and Conflict Counsel shall receive a total 8% base wage increase as follows: The 8% increase is inclusive of any compaction increases the classification received on or after October 9, 2022 due to bargaining agreements with other units. Specifically, if the classification received 8% or more due to the compaction increases, the classification will not receive a base wage increase during the term of this Amendment. For the classifications that have received less than 8% compaction increases, those classifications will receive an increase to bring them to a total of an 8% base wage increase.

In light of the July 2022 change in County payroll software as described herein, the impact on wages and change to Compensation Plan are the following:

- i. Background-
 - a. Previous Payroll Software: Tuolumne County's current pay structure was established over 20 years ago using PeopleSoft as the software system. There are two terms that have been used to define the salaries for employees, and those are "range" and "step". Each job classification was assigned a "range" number. Within that range are 5

distinct “steps.

- b. When a pay increase was negotiated, a new range would be applied to the job classification. The PeopleSoft Software was not able to apply true percentages, so “ranges” were used. Furthermore, the different between “steps” with a “range” was always intended to be a true 5%. However, since the software could not apply percentages, the actual difference is 5.114% between steps. For example:

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

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

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

	Current (includes changes due to compaction)				New Rate				% of Increase over Current			
SHERIFFS CAPTAIN	59.1275	62.0839	65.1881	68.4475	71.8698	59.1275	62.0839	65.1881	68.4475	71.8698	0.0000%	0.0000%
SHERIFFS COMMUNICATIONS SUPV	30.6480	32.2154	33.8628	35.5946	37.4149	32.3204	33.9364	35.6332	37.4149	39.2856	5.4565%	5.0000%
SHERIFFS LIEUTENANT	48.8657	51.3090	53.8744	56.5682	59.3966	48.8657	51.3090	53.8744	56.5682	59.3966	0.0000%	0.0000%
SOCIAL SERVICES DIRECTOR	53.5798	56.3199	59.2001	62.2275	65.4099	56.5035	59.3287	62.2951	65.4099	68.6804	5.4568%	5.0000%
SOCIAL SERVICES SUPERVISOR I	34.8665	36.6098	38.4403	40.3624	42.3804	34.8665	36.6098	38.4403	40.3624	42.3804	0.0000%	0.0000%
SOCIAL SERVICES SUPERVISOR II	38.3531	40.2708	42.2844	44.3986	46.6184	38.3531	40.2708	42.2844	44.3986	46.6184	0.0000%	0.0000%
SOLID WASTE DIRECTOR	48.7355	51.2279	53.8477	56.6015	59.4961	51.3950	53.9647	56.6630	59.4961	62.4709	5.4569%	5.0000%
SUPERVISING AG BIOLOGIST	32.2487	33.8611	35.5542	37.3319	39.1985	32.8076	34.4480	36.1704	37.9789	39.8778	1.7331%	1.7331%
SUPERVISING ANIMAL CONTROL OFF	25.4652	26.7385	28.0754	29.4792	30.9532	25.4652	26.7385	28.0754	29.4792	30.9532	0.0000%	0.0000%
SUPERVISING ENGINEER	54.1732	56.8818	59.7259	62.7122	65.8478	55.1119	57.8674	60.7608	63.7989	66.9888	1.7327%	1.7327%
SUPERVISING HOUSEKEEPER	22.9493	24.1230	25.3566	26.6534	28.0164	24.2017	25.4117	26.6823	28.0164	29.4173	5.4569%	5.0000%
SUPERVISING JUV CORRECTION OFC	36.6630	38.4962	40.4210	42.4420	44.5641	36.6630	38.4962	40.4210	42.4420	44.5641	0.0000%	0.0000%
SUPERVISING PUBLIC HEALTH NUR	47.0296	49.3811	51.8501	54.4426	57.1648	47.0296	49.3811	51.8501	54.4426	57.1648	0.0000%	0.0000%
Sup Staff Services Analyst	37.6410	39.5231	41.4992	43.5742	45.7529	38.1273	40.0337	42.0353	44.1371	46.3440	1.2919%	1.2919%
VETERANS SERVICES OFFICER	34.2023	35.9514	37.7900	39.7226	41.7540	36.0687	37.8721	39.7657	41.7540	43.8417	5.4568%	5.0000%
VICTIM WITNESS SERVICES SUPV	29.5964	31.1100	32.7010	34.3733	36.1312	31.2115	32.7721	34.4107	36.1312	37.9378	5.4569%	5.0000%

Attachment #1 CTMA Amendment #9

Classification	Current (Includes changes due to compaction)					New Rate					% of Increase over Current				
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
AGENCY FISCAL OFFICER	34,7179	36,4934	38,3596	40,3214	42,3834	36,6124	38,4430	40,3652	42,3834	44,5026	5,4568%	5,3425%	5,2284%	5,1141%	5,0000%
AGENCY/PROGRAM MANAGER	42,1884	44,2979	46,5128	48,8385	51,2803	42,1884	44,2979	46,5128	48,8385	51,2803	0,0000%	0,0000%	0,0000%	0,0000%	0,0000%
AIRPORT MANAGER	38,9380	40,9293	43,0224	45,2226	47,5352	41,0627	43,1159	45,2717	47,5352	49,9120	5,4568%	5,3425%	5,2282%	5,1140%	5,0000%
ANIMAL CONTROL MANAGER	30,1928	31,7368	33,3599	35,0660	36,8593	31,8404	33,4324	35,1041	36,8593	38,7022	5,4570%	5,3427%	5,2284%	5,1140%	5,0000%
BEHAVIORAL HEALTH PROG SUP I	40,0920	42,0966	44,2015	46,4115	48,7321	40,0920	42,0966	44,2015	46,4115	48,7321	0,0000%	0,0000%	0,0000%	0,0000%	0,0000%
BEHAVIORAL HEALTH PROG SUP II	44,1012	46,3063	48,6216	51,0527	53,6053	44,1012	46,3063	48,6216	51,0527	53,6053	0,0000%	0,0000%	0,0000%	0,0000%	0,0000%
BUSINESS MANAGER	32,8645	34,5451	36,3118	38,1688	40,1207	34,6578	36,3907	38,2102	40,1207	42,1268	5,4568%	5,3423%	5,2280%	5,1140%	5,0000%
CHIEF BUILDING OFFICIAL	43,2374	45,4486	47,7729	50,2160	52,7840	45,5968	47,8666	50,2705	52,7840	55,4232	5,4567%	5,3424%	5,2281%	5,1139%	5,0000%
CHIEF CONFLICT COUNSEL	51,2279	53,8477	56,6015	59,4961	62,5387	55,5668	58,3451	61,2623	64,3256	67,5418	8,4699%	8,3522%	8,2346%	8,1173%	8,0000%
CONFLICT COUNSEL	44,9974	47,2986	49,7175	52,2600	54,9326	48,8086	51,2491	53,8115	56,5021	59,3372	8,4699%	8,3522%	8,2346%	8,1173%	8,0000%
COUNTY SURVEYOR	48,0616	50,4646	52,9879	55,6373	58,4191	46,4073	48,7277	51,2833	53,8475	56,5399	1,2268%	1,2267%	1,2267%	1,2267%	1,2269%
DEPUTY AGRICULTURE COMM	34,8915	36,6759	38,5515	40,5230	42,5953	36,7954	38,6352	40,5669	42,5953	44,7251	5,4568%	5,3423%	5,2280%	5,1139%	5,0000%
DEPUTY AIR POLLUTION CONT OFCR	54,1168	56,8843	59,7934	62,8512	66,0654	57,0698	59,9233	62,9194	66,0654	69,3687	5,4567%	5,3424%	5,2280%	5,1140%	5,0000%
DEPUTY DIRECTOR	46,4073	48,7277	51,1641	53,7223	56,4083	46,4073	48,7277	51,1641	53,7223	56,4083	0,0000%	0,0000%	0,2331%	0,2330%	0,2332%
DEPUTY DIRECTOR - CLINICAL	53,3684	56,0369	58,8387	61,7806	64,8696	54,0231	56,7243	59,5605	62,5385	65,6654	1,2268%	1,2267%	1,2267%	1,2267%	1,2269%
DIRECTOR OF BEHAVIORAL HEALTH	66,0656	69,4442	72,9956	76,7286	80,6525	69,6706	73,1542	76,8119	80,6525	84,6851	5,4568%	5,3424%	5,2281%	5,1140%	5,0000%
DIRECTOR OF ENVIRONMENTAL HLTH	46,1338	48,4931	50,9730	53,5798	56,3199	48,6512	51,0838	53,6380	56,3199	59,1358	5,4567%	5,3424%	5,2282%	5,1140%	5,0000%
DIRECTOR OF PUBLIC HEALTH	48,7354	51,2277	53,8475	56,6013	59,4959	51,3948	53,9645	56,6628	59,4959	62,4707	5,4568%	5,3425%	5,2282%	5,1140%	5,0000%
ELIGIBILITY SPECIALIST SUPERV	30,1800	31,6890	33,2735	34,9371	36,6840	30,5949	32,1246	33,7309	35,4174	37,1883	1,3746%	1,3746%	1,3746%	1,3746%	1,3746%
EMERGENCY MEDICAL SVCS COORD	36,3117	38,1687	40,1207	42,1724	44,3292	38,2932	40,2079	42,2183	44,3292	46,5457	5,4570%	5,3426%	5,2282%	5,1142%	5,0000%
ENVIRONMENTAL HEALTH MANAGER	41,7539	43,8892	46,1337	48,4929	50,9729	44,0323	46,2339	48,5456	50,9729	53,5215	5,4568%	5,3424%	5,2281%	5,1142%	5,0000%
FACILITIES MANAGER	34,0321	35,7725	37,6023	39,5250	41,5463	35,8892	37,6837	39,5679	41,5463	43,6236	5,4569%	5,3425%	5,2282%	5,1140%	5,0000%
FACILITIES MAINTENANCE SUP	28,0456	29,4479	30,9703	32,6633	34,4896	28,5315	29,9581	31,4560	33,0288	34,6803	1,7327%	1,7327%	1,7327%	1,7327%	1,7327%
FISCAL SUPERVISOR	23,0641	24,2436	25,4835	26,7867	28,1565	24,3226	25,5387	26,8157	28,1564	29,5643	5,4565%	5,3422%	5,2278%	5,1137%	5,0000%
FLEET MANAGER	35,5945	37,4148	39,3282	41,3394	43,4535	37,5368	39,4136	41,3843	43,4535	45,6262	5,4566%	5,3423%	5,2280%	5,1140%	5,0000%
GIS COORDINATOR	41,5894	43,6689	45,8523	48,1449	50,5522	42,3101	44,4256	46,6469	48,9792	51,4282	1,7329%	1,7329%	1,7329%	1,7329%	1,7329%
HHS A FISCAL OFFICER	44,1086	46,3643	48,7354	51,2277	53,8475	46,5155	48,8414	51,2835	53,8475	56,5399	5,4569%	5,3424%	5,2281%	5,1140%	5,0000%
HOUSING DEVELOPMENT SPECIALIST	39,9211	41,9626	44,1086	46,3643	48,7354	42,0995	44,2044	46,4147	48,7354	51,1722	5,4567%	5,3425%	5,2282%	5,1141%	5,0000%
IT PROJECT MANAGER	34,2022	35,9513	37,7879	39,7225	41,7539	36,0686	37,8720	39,7656	41,7539	43,8416	1,7329%	1,7329%	1,7329%	1,7329%	1,7329%
IT SECURITY ADMINISTRATOR	39,9211	41,9627	44,1087	46,3644	48,7355	42,0996	44,2046	46,4148	48,7355	51,1723	5,4567%	5,3425%	5,2282%	5,1141%	5,0000%
IT SUPERVISOR	41,3825	43,4516	45,6242	47,9054	50,3006	42,0996	44,2046	46,4148	48,7355	51,1723	1,7329%	1,7329%	1,7329%	1,7329%	1,7329%
IT SUPERVISOR/DATA BASE ADMIN	44,1087	46,3644	48,7355	51,2279	53,8477	46,5156	48,8414	51,2835	53,8477	56,5400	5,4568%	5,3424%	5,2281%	5,1141%	5,0000%
JAIL COMMANDER	40,1207	42,1725	44,3292	46,5963	48,9792	42,3101	44,4256	46,6469	48,9792	51,4282	5,4568%	5,3423%	5,2283%	5,1140%	5,0000%
LEGAL OFFICE MANAGER	25,2305	26,5207	27,8770	29,3027	30,8013	26,6073	27,9376	29,3345	30,8013	32,3413	5,4568%	5,3426%	5,2283%	5,1141%	5,0000%
LIBRARIAN I	22,6085	23,7647	24,9800	26,2575	27,6003	23,8422	25,0343	26,2860	27,6003	28,9803	5,4567%	5,3423%	5,2282%	5,1143%	5,0000%
LIBRARIAN II	24,9800	26,2576	27,6004	29,0118	30,4955	26,3432	27,6604	29,0434	30,4955	32,0203	5,4571%	5,3423%	5,2282%	5,1143%	5,0000%
LIBRARY AND RECREATION MANAGER	30,9552	32,5383	34,2023	35,9514	37,7900	32,6444	34,2767	35,9905	37,7900	39,6795	5,4571%	5,3426%	5,2282%	5,1142%	5,0000%
LIBRARY OPERATIONS SUPERVISOR	28,0164	29,4491	30,9552	32,5382	34,2022	29,5451	31,0224	32,5735	34,2022	35,9123	5,4566%	5,3425%	5,2280%	5,1140%	5,0000%
MHSA PROGRAMS COORDINATOR	31,5790	33,1939	34,8915	36,6759	38,5515	33,3022	34,9673	36,7157	38,5515	40,4790	5,4568%	5,3423%	5,2281%	5,1139%	5,0000%
PLANNING MANAGER	43,2374	45,4486	47,7729	50,2160	52,7840	45,5968	47,8666	50,2705	52,7840	55,4232	5,4568%	5,3423%	5,2281%	5,1139%	5,0000%
PRINCIPAL PLANS EXAMINER	38,3596	40,3213	42,3833	44,5508	46,8291	40,4527	42,4754	44,5991	46,8291	49,1706	5,4566%	5,3423%	5,2281%	5,1139%	5,0000%
PROBATION DIVISION MANAGER	41,5894	43,6689	45,8523	48,1449	50,5522	42,3101	44,4256	46,6469	48,9792	51,4282	1,7329%	1,7329%	1,7329%	1,7329%	1,7329%
PUBLIC HEALTH PROG SUP GF	32,7349	34,3716	36,0902	37,8947	39,7895	33,3022	34,9673	36,7157	38,5515	40,4790	1,7330%	1,7330%	1,7330%	1,7330%	1,7330%
PUBLIC HEALTH PROG SUPERVISOR	32,7349	34,3716	36,0902	37,8947	39,7895	33,3022	34,9673	36,7157	38,5515	40,4790	1,7330%	1,7330%	1,7330%	1,7330%	1,7330%
RECORDING MANAGER	31,8956	33,5267	35,2413	37,0435	38,9380	33,6361	35,3179	37,0838	38,9380	40,8849	5,4567%	5,3425%	5,2283%	5,1141%	5,0000%
RECREATION SUPERVISOR	31,4219	33,0288	34,7179	36,4934	38,3596	33,1365	34,7933	36,5330	38,3596	40,2776	0,0000%	0,0000%	0,0000%	0,0000%	0,0000%
REVENUE RECOVERY SUPERVISOR	26,4163	27,7371	29,1239	30,5801	32,1091	26,4163	27,7371	29,1239	30,5801	32,1091	1,7299%	1,7299%	1,7299%	1,7299%	1,7299%
ROAD CROW SUPERVISOR	31,1432	32,6987	34,3351	36,0498	37,8536	31,6820	33,2661	34,9294	36,7599	38,5097	1,7299%	1,7299%	1,7299%	1,7299%	1,7299%
ROAD SERVICES SUPERVISOR	28,7537	30,1914	31,7010	33,2861	34,9504	29,2520	30,7146	32,2503	33,8628	35,5560	5,4566%	5,3424%	5,2281%	5,1139%	5,0000%
ROAD SUPERINTENDENT	28,2973	29,7444	31,2655	32,8461	34,5451	29,8414	31,3335	32,9001	34,5451	36,2724	5,4566%	5,3424%	5,2281%	5,1139%	5,0000%
SENIOR ACCOUNTANT	32,7010	34,3733	36,1312	37,9789	39,9212	34,4854	36,2097	38,0201	39,9212	41,9172	5,4568%	5,3425%	5,2280%	5,1141%	5,0000%
Sheriff Records Supervisor	32,5720	34,2006	35,9106	37,7062	39,5915	33,1365	34,7933	36,5330	38,3596	40,2776	1,7329%	1,7329%	1,7329%	1,7329%	1,7329%
SHERIFF S LIEUTENANT 10%	28,5981	30,0280	31,5294	33,1059	34,7612	30,1586	31,6322	33,1778	34,7989	36,4993	5,4568%	5,3424%	5,2281%	5,1140%	5,0000%
	53,7523	56,4399	59,2619	62,2250	65,3362	53,7523	56,4399	59,2619	62,2250	65,3362	0,0000%	0,0000%	0,0000%	0,0000%	0,0000%

Increase					
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Article 16. Leave Provisions

Section A. Holidays The County and the CTMA agree to amend Article 16, Section A. All sections not specifically listed below remain unchanged and in effect.

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

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

Section B. Personal Leave The County and the CTMA agree to amend Article 16, Section B. All sections not specifically listed below remain unchanged and in effect.

9. Employees with a minimum personal leave accrual balance in excess of eighty (80) hours shall be entitled to cash out those hours in excess of eighty (80) hours and up to a maximum of three hundred (300) hours accrued personal leave in a fiscal year. Employees may cash out leave in any increment at any time during a fiscal year. Requests for personal leave accrual cash-out shall be by memorandum to the Auditor-Controller's Office. For a request to be approved said employee must have used eighty (80) hours of leave, which can include management leave or bereavement leave, within the last fiscal year.

The above cash outs can also be applied to an employee's 457 plan deferred contribution account, within the legal limits allowed or to a post-retirement medical plan should one be established for employees of this unit.

Section L. Personal Flex Days The County and the CTMA agree to amend Article 16, by adding Section L, Personal Flex Days.

- i. All employees assigned to CTMA shall receive twelve (12) personal flex days to be used annually.
- ii. Personal flex days may be used in lieu of Personal Time Off. Personal flex days have no

- cash value and cannot be cashed out. Personal flex days must be used annually, and do not carry over into the next fiscal year.
- iii. Upon approval of this Amendment by the Board of Supervisors, for Fiscal Year 22/23 employees will receive 12 personal flex days as set forth above. Thereafter, for future years, on the first payroll in July, employees will be credited 12 personal flex days. At no time will employees have more than a total of 12 personal flex days.
- iv. Use of personal flex days must be approved by the department head of designated representative.

This MOU shall become effective after adoption by the Board of Supervisors through January 31, 2025.

Dated: February 07, 2023

COUNTY OF TUOLUMNE

**COUNTY OF TUOLUMNE
MANAGEMENT ASSOCIATION**

Karen McGettigan 02/2/2023
Karen McGettigan Date
Deputy CAO - HR/Risk

Jason Jasmine 2/2/2023
Jason Jasmine Date
Messing, Adam & Jasmine LLP

Tracie Riggs 2/2/23
Tracie Riggs Date
County Administrator

David Vasquez 2/2/23
David Vasquez Date
CTMA, President

Approved as to form:

Accepted this 11th day of February, 2023

Sarah Carrillo 2-2-23
Sarah Carrillo Date
County Counsel

Kathleen Haff 2/2/23
Kathleen Haff 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.

TANYA BRUCHACEK

Executive Clerk

By: Tanya Bruchacek

AMENDMENT #8 TO THE 2017 - 2019
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF TUOLUMNE MANAGEMENT ASSOCIATION
AND
THE COUNTY OF TUOLUMNE

The County of Tuolumne and the County of Tuolumne Management Association hereby agree to amend the following conditions and terms of the 2017 - 2019 Memorandum of Understanding between the County of Tuolumne Management Association (herein after "CTMA") and the County of Tuolumne (herein after "County").

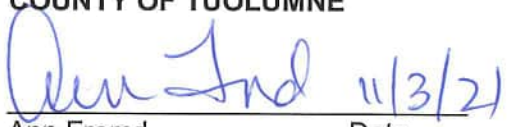
1. The County and the CTMA agree to amend Article 10. Educational Reimbursement shall read as follows:

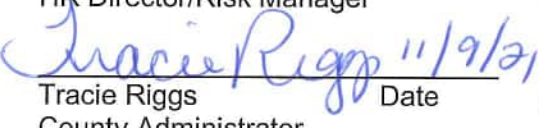
The County of Tuolumne's Educational Assistance Program Policy and Procedures ("Educational Assistance Policy") document as approved by the Board of Supervisors on November 16, 2021 provides non-taxable financial support to employees who pursue professional growth and development through formal higher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

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

All other language not inconsistent with these revisions remains in full force and effect.

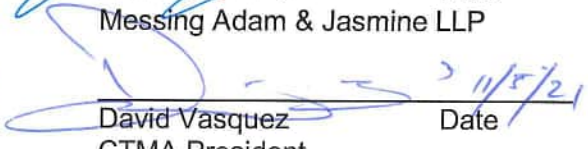
COUNTY OF TUOLUMNE


Ann Fremd Date 11/3/21
HR Director/Risk Manager

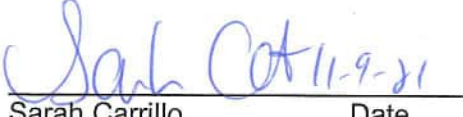

Tracie Riggs Date 11/9/21
County Administrator

TUOLUMNE COUNTY MANAGEMENT ASSOCIATION

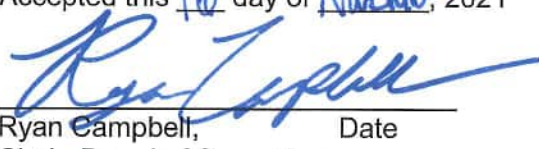

Jason Jasmine Date 11/3/21
Messing Adam & Jasmine LLP


David Vasquez Date 11/8/21
CTMA President

Approved as to form:


Sarah Carrillo, Date 11-9-21
County Counsel

Accepted this 16th day of November, 2021


Ryan Campbell, 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.

HEATHER D. RYAN
Board Clerk

By: 

**AMENDMENT #7 TO THE 2017 - 2019
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF TUOLUMNE MANAGEMENT ASSOCIATION
AND
THE COUNTY OF TUOLUMNE**

The County of Tuolumne and the County of Tuolumne Management Association hereby agree to amend the following conditions and terms of the 2017 - 2019 Memorandum of Understanding between the County of Tuolumne Management Association (herein after "CTMA") and the County of Tuolumne (herein after "County"). This Amendment is based upon the settlement package proposal as provided to the CTMA on September 29, 2021.

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

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

Section (6). Contract Ratification Incentive

Contingent upon membership ratification on or before Oct. 27, 2021, as an incentive to reach agreement and in recognition of a ratification vote, the County will provide a one-time advanced prorated payment based on FTE in the amount of \$1,500 (i.e. .5 FTE = \$750; .75 FTE = \$1,175) the first full pay period following Board approval of this Amendment to benefited members who are permanent employees, employed at such time of Board approval, and who maintain continuity of operations for the County's critical infrastructure during the COVID-19 pandemic. The County will provide a one-time advanced payment of \$500 the first full pay period following Board approval of this Amendment to members who are relief employees, employed at such time of Board approval, and who maintain continuity of operations for the County's critical infrastructure during the COVID-19 pandemic.

2. Article 5. Retention Incentive Pay shall read as follows.

Employees who complete specific lengths of continuous County service shall be granted additional compensation per the following table.

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

3. Article 7. Uniforms shall read as follows:

Animal Control: The Animal Control Manager and Supervising Animal Control Officer shall be allowed a uniform allowance in the amount of one thousand dollars (\$1,000) to be paid in two (2) increments during the month of July and January of each fiscal year. In addition, the County agrees to pay five hundred dollars (\$500) to such newly hired personnel at their date of employment provided that if the employee leaves before the end of one full year he/she shall have a prorated amount for that portion of the year he/she did not work deducted from his/her last paycheck. In the event that the Tuolumne County Employees' Association receives a higher uniform allowance, the Animal Control Manager and Supervising Animal Control Officer's uniform allowance will increase to the same level as the Tuolumne County Employees' Association members.

4. Article 10. Educational Reimbursement shall read as follows:

Subject to the County's Educational Assistance Program requirements, including availability of a specific amount of maximum funding, the Educational Reimbursement Program may consist of the reimbursement of up to one hundred percent (100%) 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 as described in the current County's Educational Assistance Program. The County may reimburse employees for fifty percent (50%) of courses that are not directly job related but are prerequisites to attain an approved job-related certificate or degree.

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

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

5. The County and the CTMA agree to amend Article 13. Cafeteria Section E: Reopeners to read as follows:

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

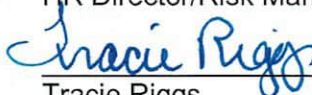
Article 34. Term

The term of this Memorandum of Understanding shall commence at 12:01 a.m. on the first full pay period following Board of Supervisors approval, and this Memorandum of Understanding shall expire at 12:00 a.m. (midnight) of November 1, 2022.

COUNTY OF TUOLUMNE

 10/25/2021

Ann Fremd
HR Director/Risk Manager

 11/1/21

Tracie Riggs
County Administrator

Approved as to form:

 10-28-21

Sarah Carrillo,
County Counsel

TUOLUMNE COUNTY MANAGEMENT
ASSOCIATION

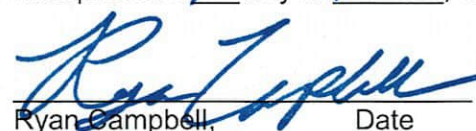
 10/23/2021

Jason Jasmine
Messing Adam & Jasmine LLP

 10/25/21

David Vasquez
CTMA President

Accepted this 2ND day of NOVEMBER, 2021

 11/2/2021

Ryan Campbell,
Chair, Board of Supervisors

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

HEATHER D. RYAN
Board Clerk

By: 

Amendment 7 - Attachment 1
Tuolumne County Management Association

Job Code	Classification	Action	Eff Date	Range	STEP1	STEP2	STEP3	STEP4	STEP5
5022/M001	Agency Fiscal Officer	Current	4/11/2021	463/100	33.6943	35.4174	37.2286	39.1325	41.1338
		3% COLA	11/7/2021	469/100	34.7178	36.4933	38.3596	40.3213	42.3833
5420/M002	Agency Manager	Current	4/11/2021	471/101	35.0659	36.8591	38.7441	40.7255	42.8082
		3% COLA	11/7/2021	477/101	36.1311	37.9788	39.9211	41.9626	44.1086
0280/M003	Airport Manager	Current	4/11/2021	486/102	37.7899	39.7225	41.7539	43.8892	46.1337
		3% COLA	11/7/2021	492/102	38.9378	40.9291	43.0222	45.2224	47.5351
0290/M004	Animal Control Manager	Current	4/11/2021	435/103	29.3026	30.8011	32.3763	34.0321	35.7725
		3% COLA	11/7/2021	441/103	30.1927	31.7368	33.3598	35.0659	36.8591
1461/M005	Behavioral Health Program Sup	Current	4/11/2021	469/104	34.7178	36.4933	38.3596	40.3213	42.3833
		3% COLA	11/7/2021	475/104	35.7725	37.6019	39.5248	41.5461	43.6708
5076/M006	Business Manager	Current	4/11/2021	452/105	31.8955	33.5266	35.2412	37.0434	38.9378
		3% COLA	11/7/2021	458/105	32.8644	34.5451	36.3117	38.1687	40.1207
0800/M007	Chief Building Official	Current	4/11/2021	507/106	41.9626	44.1086	46.3643	48.7354	51.2277
		3% COLA	11/7/2021	513/106	43.2374	45.4485	47.7728	50.2159	52.7839
5170/M008	Chief Conflict Counsel	Current	4/11/2021	541/107	49.7175	52.2600	54.9326	57.7419	60.6948
		3% COLA	11/7/2021	547/107	51.2277	53.8475	56.6013	59.4959	62.5385
1210/M009	County Surveyor	Current	4/11/2021	521/108	44.9974	47.2986	49.7175	52.2600	54.9326
		3% COLA	11/7/2021	527/108	46.3643	48.7354	51.2277	53.8475	56.6013
1130/M058	Deputy Agriculture Comm	Current	4/11/2021	464/158	33.8627	35.5945	37.4148	39.3282	41.3394
		3% COLA	11/7/2021	470/158	34.8914	36.6758	38.5514	40.5229	42.5952
1140/M010	Deputy Air Pollution Cont Ofcr	Current	4/11/2021	552/109	52.5213	55.2073	58.0306	60.9983	64.1177
		3% COLA	11/7/2021	558/109	54.1168	56.8843	59.7934	62.8512	66.0654
5425/M011	Deputy Director	Current	4/11/2021	494/110	39.3282	41.3394	43.4535	45.6758	48.0116
		3% COLA	11/7/2021	500/110	40.5229	42.5952	44.7736	47.0633	49.4701
1455/M012	Director Of Behavioral Health	Current	4/11/2021	592/111	64.1177	67.3967	70.8434	74.4663	78.2745
		3% COLA	11/7/2021	598/111	66.0654	69.4440	72.9954	76.7284	80.6523
1430/M013	Director Of Environmental Hlth	Current	4/11/2021	520/112	44.7736	47.0633	49.4701	52.0000	54.6593
		3% COLA	11/7/2021	526/112	46.1337	48.4929	50.9729	53.5796	56.3197
5275/M014	Director of Public Health	Current	4/11/2021	521/113	44.9974	47.2986	49.7175	52.2600	54.9326
		3% COLA	11/7/2021	527/113	46.3643	48.7354	51.2277	53.8475	56.6013
1530/M015	Eligibility Specialist Superv	Current	4/11/2021	407/114	25.4834	26.7866	28.1564	29.5964	31.1099
		3% COLA	11/7/2021	413/114	26.2575	27.6003	29.0118	30.4954	32.0550

Amendment 7 - Attachment 1
Tuolumne County Management Association

1570/M016	Emergency Medical Svcs Coord	Current	4/11/2021	411/115	25.9969	27.3263	28.7238	30.1927	31.7368
		3% COLA	11/7/2021	417/115	26.7866	28.1564	29.5964	31.1099	32.7009
0660/M057	Facilities Maintenance Supv	Current	8/15/2021	413/157	26.2575	27.6003	29.0118	30.4954	32.0550
		3% COLA	11/7/2021	419/157	27.0551	28.4387	29.8931	31.4218	33.0287
1770/M017	Facilities Manager	Current	4/11/2021	459/116	33.0287	34.7178	36.4933	38.3596	40.3213
		3% COLA	11/7/2021	465/116	34.0321	35.7725	37.6019	39.5248	41.5461
1840/M108	Fiscal Supervisor	Current	4/11/2021	381/117	22.3841	23.5288	24.7321	25.9969	27.3263
		3% COLA	11/7/2021	387/117	23.0640	24.2435	25.4834	26.7866	28.1564
5064/M019	Fleet Manager	Current	10/24/2021	468/118	34.5451	36.3117	38.1687	40.1207	42.1724
		3% COLA	11/7/2021	474/118	35.5945	37.4148	39.3282	41.3394	43.4535
1917/M020	GIS Coordinator	Current	4/11/2021	492/119	38.9378	40.9291	43.0222	45.2224	47.5351
		3% COLA	11/7/2021	498/119	40.1207	42.1724	44.3292	46.5962	48.9791
5460/M059	IT Security Administrator	Current	4/11/2021	491/160	38.7441	40.7255	42.8082	44.9974	47.2986
		3% COLA	11/7/2021	497/160	39.9211	41.9626	44.1086	46.3643	48.7354
5098/M021	IT Supervisor	Current	4/11/2021	491/120	38.7441	40.7255	42.8082	44.9974	47.2986
		3% COLA	11/7/2021	497/120	39.9211	41.9626	44.1086	46.3643	48.7354
5175/M022	IT Supervisor/Data Base Admin	Current	4/11/2021	511/121	42.8082	44.9974	47.2986	49.7175	52.2600
		3% COLA	11/7/2021	517/121	44.1086	46.3643	48.7354	51.2277	53.8475
4010/M023	Jail Commander	Current	4/11/2021	492/122	38.9378	40.9291	43.0222	45.2224	47.5351
		3% COLA	11/7/2021	498/122	40.1207	42.1724	44.3292	46.5962	48.9791
2440/M024	Legal Office Manager	Current	4/11/2021	399/123	24.4866	25.7388	27.0551	28.4387	29.8931
		3% COLA	11/7/2021	405/123	25.2304	26.5207	27.8770	29.3026	30.8011
2470/M025	Librarian I	Current	4/11/2021	377/124	21.9419	23.0640	24.2435	25.4834	26.7866
		3% COLA	11/7/2021	383/124	22.6085	23.7647	24.9800	26.2575	27.6003
2471/M026	Librarian II	Current	4/11/2021	397/125	24.2435	25.4834	26.7866	28.1564	29.5964
		3% COLA	11/7/2021	403/125	24.9800	26.2575	27.6003	29.0118	30.4954
2500/M027	Library Operations Supervisor	Current	4/11/2021	420/126	27.1904	28.5809	30.0425	31.5789	33.1939
		3% COLA	11/7/2021	426/126	28.0164	29.4491	30.9552	32.5382	34.2022
5235/M028	Library and Recreation Manager	Current	4/11/2021	440/127	30.0425	31.5789	33.1939	34.8914	36.6758
		3% COLA	11/7/2021	446/126	30.9552	32.5382	34.2022	35.9513	37.7899
2722/M029	MHSA Programs Coordinator	Current	4/11/2021	444/128	30.6479	32.2152	33.8627	35.5945	37.4148
		3% COLA	11/7/2021	450/128	31.5789	33.1939	34.8914	36.6758	38.5514
5340/M030	Planning Manager	Current	4/11/2021	507/129	41.9626	44.1086	46.3643	48.7354	51.2277
		3% COLA	11/7/2021	513/129	43.2374	45.4485	47.7728	50.2159	52.7839

Amendment 7 - Attachment 1
Tuolumne County Management Association

3115/M056	Principal Plans Examiner	Current	4/11/2021	492/159	38.9378	40.9291	43.0222	45.2224	47.5351
		3% COLA	11/7/2021	498/159	40.1207	42.1724	44.3292	46.5962	48.9791
3119/M031	Probation Division Manager	Current	4/11/2021	501/130	40.7255	42.8082	44.9974	47.2986	49.7175
		3% COLA	11/7/2021	507/130	41.9626	44.1086	46.3643	48.7354	51.2277
5084/M032	Program Manager	Current	4/11/2021	471/131	35.0659	36.8591	38.7441	40.7255	42.8082
		3% COLA	11/7/2021	477/131	36.1311	37.9788	39.9211	41.9626	44.1086
4610/M033	Public Health Prog Supervisor	Current	4/11/2021	444/132	30.6479	32.2152	33.8627	35.5945	37.4148
		3% COLA	11/7/2021	450/132	31.5789	33.1939	34.8914	36.6758	38.5514
5280/M034	Recording Manager	Current	4/11/2021	446/133	30.9552	32.5382	34.2022	35.9513	37.7899
		3% COLA	11/7/2021	452/133	31.8955	33.5266	35.2412	37.0434	38.9378
3271/M035	Records Manager	Current	4/11/2021	443/134	30.4954	32.0550	33.6943	35.4174	37.2286
		3% COLA	11/7/2021	449/134	31.4218	33.0287	34.7178	36.4933	38.3596
3290/M036	Recreation Supervisor	Current	4/11/2021	389/135	23.2953	24.4866	25.7388	27.0551	28.4387
		3% COLA	11/7/2021	395/135	24.0029	25.2304	26.5207	27.8770	29.3026
5270/M037	Revenue Recovery Supervisor	Current	4/11/2021	434/136	29.1568	30.6479	32.2152	33.8627	35.5945
		3% COLA	11/7/2021	440/136	30.0425	31.5789	33.1939	34.8914	36.6758
3450/M038	Road Crew Supervisor	Current	4/11/2021	418/137	26.9205	28.2972	29.7444	31.2655	32.8644
		3% COLA	11/7/2021	424/137	27.7383	29.1568	30.6479	32.2152	33.8627
5056/M039	Road Services Supervisor	Current	4/11/2021	422/138	27.4630	28.8674	30.3437	31.8955	33.5266
		3% COLA	11/7/2021	428/138	28.2972	29.7444	31.2655	32.8644	34.5451
3445/M040	Road Superintendent	Current	4/11/2021	451/139	31.7368	33.3598	35.0659	36.8591	38.7441
		3% COLA	11/7/2021	457/139	32.7009	34.3732	36.1311	37.9788	39.9211
3510/M041	Senior Accountant	Current	4/11/2021	443/140	30.4954	32.0550	33.6943	35.4174	37.2286
		3% COLA	11/7/2021	449/140	31.4218	33.0287	34.7178	36.4933	38.3596
5255/M042	Sheriff's Communications Supv	Current	4/11/2021	438/141	29.7444	31.2655	32.8644	34.5451	36.3117
		3% COLA	11/7/2021	444/141	30.6479	32.2152	33.8627	35.5945	37.4148
4030/M043	Sheriff's Lieutenant	Current	4/11/2021	501/142	40.7255	42.8082	44.9974	47.2986	49.7175
		3% COLA	11/7/2021	507/142	41.9626	44.1086	46.3643	48.7354	51.2277
		Compaction	11/7/2021	521/142	44.9974	47.2986	49.7175	52.2600	54.9326
5315/M044	Sheriff's Lieutenant + 20	Current	4/11/2021	521/143	44.9974	47.2986	49.7175	52.2600	54.9326
		3% COLA	11/7/2021	527/143	46.3643	48.7354	51.2277	53.8475	56.6013
		Compaction	11/7/2021	541/127	49.7175	52.2600	54.9326	57.7419	60.6948
5475/M060	Social Services Director	Current	9/21/2021	550/161	45.2224	47.5351	49.9660	52.5213	55.2073
		3% COLA	11/7/2021	556/161	45.2224	47.5351	49.9661	52.5213	55.2073

Amendment 7 - Attachment 1
Tuolumne County Management Association

5035/M045	Social Services Supervisor I	Current	4/11/2021	431/144	28.7238	30.1927	31.7368	33.3598	35.0659
		3% COLA	11/7/2021	437/144	29.5964	31.1099	32.7009	34.3732	36.1311
5036/M046	Social Services Supervisor II	Current	4/11/2021	451/145	31.7368	33.3598	35.0659	36.8591	38.7441
		3% COLA	11/7/2021	457/145	32.7009	34.3732	36.1311	37.9788	39.9211
5405/M047	Solid Waste Director	Current	4/11/2021	531/146	47.2986	49.7175	52.2600	54.9326	57.7419
		3% COLA	11/7/2021	537/146	48.7354	51.2277	53.8475	56.6013	59.4959
5295/M048	Supervising Ag Biologist	Current	4/11/2021	441/147	30.1927	31.7368	33.3598	35.0659	36.8591
		3% COLA	11/7/2021	447/147	31.1099	32.7009	34.3732	36.1311	37.9788
3545/M049	Supervising Animal Control Off	Current	4/11/2021	388/148	23.1794	24.3648	25.6108	26.9205	28.2972
		3% COLA	11/7/2021	394/148	23.8835	25.1049	26.3888	27.7383	29.1568
4260/M050	Supervising Engineer	Current	4/11/2021	545/149	50.7193	53.3131	56.0395	58.9054	61.9178
		3% COLA	11/7/2021	551/149	52.2600	54.9326	57.7419	60.6948	63.7987
4247/M051	Supervising Housekeeper	Current	4/11/2021	380/150	22.2727	23.4117	24.6090	25.8675	27.1904
		3% COLA	11/7/2021	386/150	22.9493	24.1229	25.3566	26.6533	28.0164
5220/M052	Supervising JCO	Current	4/11/2021	446/151	30.9552	32.5382	34.2022	35.9513	37.7899
		3% COLA	11/7/2021	452/151	31.8955	33.5266	35.2412	37.0434	38.9378
		Compaction	11/7/2021	458/151	32.8644	34.5451	36.3117	38.1687	40.1207
4266/M053	Supervising Public Health Nur	Current	4/11/2021	501/152	40.7255	42.8082	44.9974	47.2986	49.7175
		3% COLA	11/7/2021	507/152	41.9626	44.1086	46.3643	48.7354	51.2277
4466/M054	Veterans Services Officer	Current	4/11/2021	460/153	33.1939	34.8914	36.6758	38.5514	40.5229
		3% COLA	11/7/2021	466/153	34.2022	35.9513	37.7899	39.7225	41.7539
4480/M055	Victim Witness Services Supv	Current	4/11/2021	431/154	28.7238	30.1927	31.7368	33.3598	35.0659
		3% COLA	11/7/2021	437/154	29.5964	31.1099	32.7009	34.3732	36.1311

*The County is transitioning from PeopleSoft to Central Square. In the job code and range columns, the current and new job codes and ranges are reflected as PeopleSoft/Central Square.

AMENDMENT #6 TO THE 2017 - 2019
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF TUOLUMNE MANAGEMENT ASSOCIATION
AND
THE COUNTY OF TUOLUMNE

The County of Tuolumne and the County of Tuolumne Management Association hereby agree to amend the following conditions and terms of the 2017 - 2019 Memorandum of Understanding between the County of Tuolumne Management Association (herein after "CTMA") and the County of Tuolumne (herein after "County"). Amendment #4 established concessions for Fiscal Year 2020/2021 and was replaced in its entirety by Amendment #5. Amendment #5 implemented partial restoration of concessions effective October 25, 2020. This Amendment #6 replaces Amendment #5 in its entirety and fully restores all concessions made during Fiscal Year 2020/2021.

1. The term of this MOU shall be extended to June 30, 2021.
2. The County and the CTMA agree to amend Article 3. Salary Adjustments. All sections not specifically listed below remain unchanged and in effect. Salary Adjustments is to read as follows:

Section (1): The ranges reflected in Section (6) below are the final ranges that were implemented and established for the 2017-2019 Memorandum of Understanding. This final range became effective July 1, 2019.

Amendment #4, which was replaced by Amendment #5 on October 25, 2020, froze all flexibly staffed promotions, step increases, longevity increases, educational incentives, and any additional types of pay that were available to members of this Unit between the dates of June 21, 2020, and October 24, 2020. Amendment #5 became effective October 25, 2020, and restored all flexibly staffed promotions, step increases, longevity increases, educational incentives, and any additional types of pay that were available to members of this Unit. The restorations on October 25, 2020, did not include retroactivity but did restore all regularly scheduled future increases of such pays listed above.

If any retroactive pay is due to an individual employee for the June 21, 2020, and October 24, 2020, time period it will be calculated and paid as retroactive pay per Section K below.

Section (4) Compaction was restored without retroactivity effective October 25, 2020 and reflected in Section (6) below. Compaction shall be restored for the period of June 21, 2020, through October 24, 2020, and shall be calculated and paid as per Article 36 below.

Section (6): Amendment #5 provided all classifications contained within the CTMA MOU a 2% (4 range) salary restoration effective October 25, 2021.

This 2% (4 range) salary restoration shall expire effective April 10, 2021. Salaries shall return to the pay range listed in the following table effective 4/11/21, which also reflects any range changes approved by the Board of Supervisors in FY 20/21.

Descr	Sal Plan	Effective 7/1/19	Compaction Effective 10/25/20	2% (4 range) Salary Restoration effective 10/25/20 - 4/10/21	Range Effective 4/11/21
Agency Fiscal Officer	REG	463	463	467	463
Agency Manager	REG	471	471	475	471
Airport Manager	REG	486	486	490	486
Animal Control Manager	REG	435	435	439	435
Behavioral Health Program Sup	REG	467	469	473	469
Business Manager	REG	443	452	456	452
Chief Building Official	REG	507	507	511	507
Chief Conflict Counsel	REG	541	541	545	541
County Surveyor	REG	520	521	525	521
Deputy Air Pollution Cont Ofcr	REG	488	488	492	488
Deputy Director	REG	483	494	498	494
Deputy Director Social Svcs	REG	483	491	495	491
Director Of Behavioral Health	REG	592	592	596	592
Director Of Environmental Hlth	REG	520	520	524	520
Director of Public Health	REG	514	521	525	521
Eligibility Specialist Superv	REG	407	407	411	407
Emergency Medical Svcs Coord	REG	411	411	415	411
Facilities Manager	REG	459	459	463	459
Fiscal Supervisor	REG	381	381	385	381
Fleet Manager	REG	438	438	442	438
GIS Coordinator	REG	482	492	496	492
IT Supervisor	REG	481	491	495	491
IT Supervisor/Data Base Admin	REG	501	511	515	511
Jail Commander	REG	492	492	496	492
Legal Office Manager	REG	399	399	403	399
Librarian I	REG	363	363	367	363
Librarian II	REG	383	383	387	383

Library Operations Supervisor	REG	400	400	404	400
Library and Recreation Manager	REG	420	420	424	420
MHSA Programs Coordinator	REG	440	444	448	444
Planning Manager	REG	507	507	511	507
Probation Division Manager	REG	500	501	505	501
Program Manager	REG	463	471	475	471
Public Health Prog Supervisor	REG	441	444	448	444
Recording Manager	REG	446	446	450	446
Records Manager	REG	443	443	447	443
Recreation Supervisor	REG	389	389	393	389
Revenue Recovery Supervisor	REG	434	434	438	434
Road Crew Supervisor	REG	411	418	422	418
Road Services Supervisor	REG	412	422	426	422
Road Superintendent	REG	451	451	455	451
Senior Accountant	REG	438	443	447	443
Sheriff's Communications Supv	REG	428	438	442	438
Sheriff's Lieutenant	REG	500	501	505	501
Sheriff's Lieutenant + 20	REG	520	521	525	521
Social Services Supervisor I	REG	423	431	435	431
Social Services Supervisor II	REG	443	451	455	451
Solid Waste Director	REG	531	531	535	531
Supervising Ag Biologist	REG	441	441	445	441
Supervising Animal Control Off	REG	380	388	392	388
Supervising Engineer	REG	541	545	549	545
Supervising Housekeeper	REG	380	380	384	380
Supervising JCO	REG	446	446	450	446
Supervising Public Health Nur	REG	491	501	505	501
Veterans Services Officer	REG	460	460	464	460
Victim Witness Services Supv	REG	431	431	435	431

3. Article 5. Retention Incentive Pay Sections (A) and (B): Amendment #4 froze all retention incentive pay, and Amendment #5 restored this pay effective October 25, 2020, but was not applied retroactively. Effective April 11, 2021, all longevity increases between the period of June 21, 2020, through October 24, 2020, shall be restored and paid as per Article 3, Section (6) above.

4. The County and the CTMA agree to amend Article 16. Leave Provisions, Section B. Personal Leave, in addition to existing language, shall be amended to read for FY 2020/2021:

Personal Leave shall be amended to increase personal leave accrual caps and personal leave cash outs to read as follows:

For employees hired prior to July 1, 2013, the caps for FY 20/21 shall be increased as follows.

	<u>Current</u>	<u>FY 20/21</u>
Less than 10 continuous years of County employment	4 times	5 times
More than 10 but less than 15 continuous years	5 times	6 times
More than 15 continuous years of County employment	6 times	7 times

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

For employees hired July 1, 2013, or later, the vacation accrual caps shall be increased from 750 hours to 950 hours for FY 20/21.

ANNUAL PERSONAL LEAVE ACCRUAL RATE	YEARS OF SERVICE	CURRENT ACCRUAL CAP	FY 20/21 ACCRUAL CAP
200 Hours	0-3 years	750 Hours	950 Hours
240 Hours	4-9 years	750 Hours	950 Hours
280 Hours	10-19 years	750 Hours	950 Hours
300 Hours	20 years and more	750 Hours	950 Hours

The accrual cap will return to the pre-FY 20/21 cap increase on June 20, 2021, but in no event shall an employee be required to forfeit any accrued vacation leave.

5. The County and the CTMA agree to amend Article 25. Furlough in addition to existing language:

Section B. Furlough FY 20/21 shall be added and read as follows:

Amendment #4 provided 120 hours of unpaid furlough effective June 21, 2020, through June 30, 2021, for all classifications in this Unit.

Effective April 11, 2021, all unused furlough hours shall be eliminated. Any furlough hours used by any individual in this Unit shall have these unpaid hours reimbursed at the pay range that will become effective April 11, 2021 and paid per Article 36 below.

Article 36. Payment for Restoration of Concessions

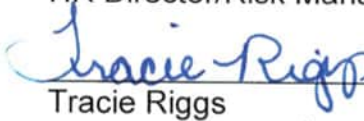
Payments for restoration of concessions will be paid no later than the payroll ending May 22, 2021. This lump sum payment shall not be reported to PERS.

All other remaining terms and conditions of the Original MOU and Amendments 1, 2 and 3, remain in effect to that extent they are not inconsistent with the terms and conditions set forth in this Amendment #6.

COUNTY OF TUOLUMNE

 3/26/21

Ann Fremd
HR Director/Risk Manager

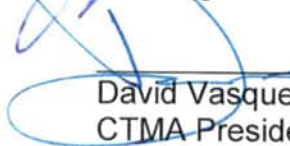
 4/9/21

Tracie Riggs
County Administrator

TUOLUMNE COUNTY MANAGEMENT ASSOCIATION

 3/26/2021

Jason Jasmine
Messing Adam & Jasmine LLP

 3/26/21

David Vasquez
CTMA President

Approved as to form:

 4-7-21

Sarah Carrillo,
County Counsel

Accepted this 13th day of April, 2021

 4/13/2021

Ryan Campbell,
Chair, Board of Supervisors

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

CHRISTINA M. CUNHA
Deputy Clerk of the Board

By: 

AMENDMENT #5 TO THE 2017 - 2019
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF TUOLUMNE MANAGEMENT ASSOCIATION
AND
THE COUNTY OF TUOLUMNE

The County of Tuolumne and the County of Tuolumne Management Association hereby agree to amend the following conditions and terms of the 2017 - 2019 Memorandum of Understanding between the County of Tuolumne Management Association (herein after "CTMA") and the County of Tuolumne (herein after "County"). This amendment replaces Amendment #4 in its entirety.

1. The term of this MOU shall be extended to June 30, 2021.
2. The County and the CTMA agree to amend Article 3. Salary Adjustments to read as follows:

Subsection (1): The ranges reflected in Section (7) below are the final ranges that were implemented and established for the 2017-2019 Memorandum of Understanding. This final range became effective July 1, 2019.

Effective October 25, 2020, all flexibly staffed promotions, step increases, longevity increases, educational incentives, and any additional types of pay that may be available to members of this Unit that were frozen in Amendment #4 shall be restored.

Sections (2) and (3) shall remain unchanged and in effect for FY 2020/2021.

Section (4) shall be restored effective October 25, 2020 and reflected in Section (7) below.

Section (5) shall remain unchanged and in effect for FY 2020/2021.

Section (6) Reopener shall be added and read as follows:

The County and the CTMA agree to begin negotiating for a successor MOU within 90 days after approval of this Amendment by the Board of Supervisors. It shall be the responsibility of the CTMA to contact the Human Resources Director to schedule a date to commence said negotiations.

Section (7): Effective October 25, 2020, all classifications contained within the CTMA MOU shall receive a 2% (4 range) salary restoration which shall expire on June 20, 2021, which is the last day of the last full pay period of FY 2020/2021 as reflected in the following table.

Descr	Effective 7/1/2019	Compaction Effective 10/25/2020	2% Salary Restoration Effective 10/25/200
Agency Fiscal Officer	463	463	467
Airport Manager	486	486	490
Animal Control Manager	435	435	439
Behavioral Health Clinical Mgr	487	489	493
Behavioral Health Program Sup	467	469	473
Business Manager	443	452	456
Chief Building Official	507	507	511
Chief Conflict Counsel	541	541	545
Community and Housing Prog Mgr	507	507	511
Compliance & Information Mgr	464	464	468
County Surveyor	520	521	525
Deputy Air Pollution Cont Ofcr	488	488	492
Deputy CRA Director - Roads	561	561	565
Deputy Director Social Svcs	483	491	495
Director Of Behavioral Health	592	592	596
Director Of Environmental Hlth	520	520	524
Director Of Public Health	514	534	538
Elections Supervisor	446	446	450
Eligibility Specialist Superv	393	407	411
Emergency Medical Svcs Coord	411	411	415
Engineering Manager	556	565	569
Facilities Maintenance Supv	404	413	417
Facilities Manager	459	459	463
Fiscal Supervisor	381	381	385
Fleet Manager	438	438	442
GIS Coordinator	482	492	496
IT Supervisor	481	491	495
IT Supervisor/Data Base Admin	501	511	515
Jail Commander	492	492	496
Juvenile Detention Fac Superin	488	488	492
Legal Office Manager	399	399	403
Librarian I	363	363	367

Librarian II	383	383	387
Library Operations Supervisor	400	400	404
Library and Recreation Manager	420	420	424
MHSA Programs Coordinator	440	444	448
Medical Records & Billing Sup	408	413	417
Planning Manager	507	507	511
Principal Plans Examiner	487	487	491
Probation Division Manager	500	501	505
Program Manager	463	471	475
Public Health Prog & Svcs Mgr	494	494	498
Public Health Prog Supervisor	441	444	448
Quality Improvement Coord	466	466	470
Recording Manager	446	446	450
Records Manager	443	443	447
Recreation Supervisor	389	389	393
Revenue Recovery Manager	446	454	458
Revenue Recovery Supervisor	434	434	438
Road Crew Supervisor	411	418	422
Road Services Supervisor	412	422	426
Road Superintendent	451	451	455
Senior Accountant	438	443	447
Sheriff's Communications Supv	428	428	432
Sheriff's Lieutenant	500	501	505
Sheriff's Lieutenant Investigation	520	521	525
Sheriff's Record Supervisor	386	394	398
Social Services Supervisor I	423	431	435
Social Services Supervisor II	443	451	455
Solid Waste Manager	492	492	496
Staff Services Manager	463	472	476
Supervising Animal Control Off	380	380	384
Supervising Engineer	541	545	549
Supervising Housekeeper	380	380	384
Supervising JCO	446	446	450
Supervising Public Health Nur	491	501	505
Veterans Services Officer	460	460	464
Victim Witness Services Supv	431	431	435

3. The County and the CTMA agree to amend Article 5. Retention Incentive Pay in addition to the existing language, longevity increases earned between Jun3 21, 2020, through October 24, 2020, shall be applied on October 25, 2020, and subsequent longevity increases will follow the normal course of time as stated in Sections (A) and (B).

4. The County and the CTMA agree to amend Article 13. Cafeteria Plan in addition to existing language, furlough shall be counted as paid status for the purpose of establishing the eighty percent (80%) of their budgeted full time equivalent.

5. The County and the CTMA agree to amend Article 16. Leave Provisions, Section B. Personal Leave, in addition to existing language, shall be amended to read for FY 2020/2021:

Personal Leave shall be amended to increase personal leave accrual caps and personal leave cash outs to read as follows:

For employees hired prior to July 1, 2013, the caps for FY 20/21 shall be increased as follows.

	<u>Current</u>	<u>FY 20/21</u>
Less than 10 continuous years of County employment	4 times	5 times
More than 10 but less than 15 continuous years	5 times	6 times
More than 15 continuous years of County employment	6 times	7 times

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

For employees hired July 1, 2013, or later, the vacation accrual caps shall be increased from 750 hours to 950 hours for FY 20/21.

ANNUAL PERSONAL LEAVE ACCRUAL RATE	YEARS OF SERVICE	CURRENT ACCRUAL CAP	FY 20/21 ACCRUAL CAP
200 Hours	0-3 years	750 Hours	950 Hours
240 Hours	4-9 years	750 Hours	950 Hours
280 Hours	10-19 years	750 Hours	950 Hours
300 Hours	20 years and more	750 Hours	950 Hours

9. In addition to the existing language, the maximum cash out hours will be increased from two hundred (200) hours to three hundred (300) hours. The

requirement to use eighty (80) hours of leave to cash out vacation accruals shall be waived.

6. The County and the CTMA agree to amend Article 25. Furlough in addition to existing language:

Section A. COVID-19 Furlough Recreation Department

Employees assigned to the Recreation Department 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. This position includes the Recreation Supervisor which was placed in furlough status by the Board of Supervisors on April 26, 2020, through June 30, 2020, and then extended through September 30, 2020, with previous MOU amendments.

On September 22, 2020, The Board of Supervisors approved the Adopted FY 2020/2021 budget which restored this position on March 1, 2021. Beginning in July 2020, the employee holding this classification was assigned to work as a Disaster Service Worker for COVID-19 related duties per Government Code Sections 3101-3102 and Tuolumne County Ordinance Code. This employee will continue to work as a Disaster Services Worker while the County receives funding for COVID-19 either via the CARES Act or any other funding source that may be made available by the state or federal government. Should funding no longer be available to pay for COVID-19 related duties this employee would be immediately placed in a non-paid furlough status until their return to work on March 1, 2021. Should the Board authorize funding to restore this position prior to March 1, 2021, said employee shall be returned to her position upon final action by the Board.

- 1) Employee seniority: Seniority will continue to accrue during a non-paid furlough period.
- 2) The County will pay the full dental and vision premium based upon the employee's enrollment in these programs effective the first day of furlough through February 28, 2021.
- 3) Employees enrolled in medical insurance will have benefits through the end of the month in which they are furloughed. Employees may elect to enroll in COBRA for the month(s) in which they are in a non-paid furlough status and 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.
- 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.

Section B. Furlough FY 20/21 shall be added and read as follows:

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

All members shall serve 120 hours of unpaid furlough time in one (1) week increments during FY 2020/2021. New employees hired after June 21, 2020, or employees referenced in Section (A) above who return to work, shall have the furlough time prorated based on the number of payrolls remaining in Fiscal Year 2020/2021. Use of furlough time must be pre-approved.

COUNTY OF TUOLUMNE

Ann Fremd 10/14/2020
Date

Ann Fremd
HR/Risk Manager

Tracie Riggs 10/14/20
Date

Tracie Riggs
County Administrator

TUOLUMNE COUNTY MANAGEMENT ASSOCIATION

Jason Jasmine 10/14/2020
Date

Jason Jasmine
Messing Adam & Jasmine LLP

David Vasquez 10/14/20
Date

David Vasquez
CTMA President

Approved as to form:

Sarah Carrillo 10-14-20
Date

Sarah Carrillo
County Counsel

Accepted this 20th day of OCTOBER, 2020

Sherri Brennan
Date

Sherri Brennan
Chair, 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 County of Tuolumne Management Association have met and conferred in good faith and have reached agreement on wage, hours, and other terms and conditions of employment for all employees allocated to the Management Association.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors approves Amendment #4 for the 2017 – 2019 County of Tuolumne Management Association Memorandum of Understanding attached hereto as Exhibit A.

ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF TUOLUMNE ON June 26,
2020

AYES: 1st Dist. Brennan

NOES: _____ **Dist.** _____

2nd Dist. Campbell

_____ **Dist.** _____

3rd Dist. Kirk

ABSENT: _____ **Dist.** _____

4th Dist. Gray

_____ **Dist.** _____

5th Dist. Rodriguez

ABSTAIN: _____ **Dist.** _____

[Signature]
CHAIR OF THE BOARD OF SUPERVISORS

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

No. 59-20

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: [Signature]

AMENDMENT #4 TO THE 2017 - 2019
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF TUOLUMNE MANAGEMENT ASSOCIATION
AND
THE COUNTY OF TUOLUMNE

The County of Tuolumne and the County of Tuolumne Management Association hereby agree to amend the following conditions and terms of the 2017 - 2019 Memorandum of Understanding between the County of Tuolumne Management Association (herein after "CTMA") and the County of Tuolumne (herein after "County").

1. The term of this MOU shall be extended to June 30, 2021.
2. The County and the CTMA agree to amend Article 3. Salary Adjustments to read as follows:

Subsection (1): The following ranges are the final ranges that were implemented and established for the 2017-2019 Memorandum of Understanding. This final range became effective July 1, 2019.

Effective June 21, 2020, all classifications contained in this Memorandum of Understanding shall have their wages frozen at this final range. During FY 2020/2021, there shall be no flexibly staffed promotions, no step increases, no longevity increases, no addition of any educational incentives, and no addition of any other types of pay that may be available to members of this Unit. Effective June 20, 2021, all step and incentive increases not received during FY 2020/2021 shall be applied, if eligible, and all persons who receive step increases shall be required to work 2,080 hours prior to receiving subsequent step increases as defined in Article 21. The wage freeze shall end on June 19, 2021.

Job Code	Descr	Effective 7/1/2019
5022	Agency Fiscal Officer	463
0280	Airport Manager	486
0290	Animal Control Manager	435
4572	Behavioral Health Clinical Mgr	487
1461	Behavioral Health Program Sup	467
5076	Business Manager	443
0800	Chief Building Official	507
5170	Chief Conflict Counsel	541
5215	Community and Housing Prog Mgr	507
5078	Compliance & Information Mgr	464

1210	County Surveyor	520
1130	Deputy Agriculture Comm	464
1140	Deputy Air Pollution Cont Ofcr	488
1212	Deputy CRA Director - Comm Svc	527
1213	Deputy CRA Director - Roads	561
5034	Deputy Director Social Svcs	483
1455	Director of Behavioral Health	592
1430	Director of Environmental Hlth	520
1470	Director of Public Health Nurs	514
4605	Elections Supervisor	446
1530	Eligibility Specialist Superv	393
1570	Emergency Medical Svcs Coord	411
5110	Engineering Manager	556
0660	Facilities Maintenance Supv	404
1770	Facilities Manager	459
1840	Fiscal Supervisor	381
5064	Fleet Manager	438
1917	GIS Coordinator	482
2171	HSA Chief Fiscal Officer	499
2135	Housing Programs Coord	507
2230	IT Manager	501
5098	IT Supervisor	481
5175	IT Supervisor/Data Base Admin	501
4010	Jail Commander	492
4582	Juvenile Detention Fac Superin	488
2440	Legal Office Manager	399
2470	Librarian I	363
2471	Librarian II	383
1450	Library Director	482
2500	Library Operations Supervisor	400
5235	Library and Recreation Manager	420
2722	MHSA Programs Coordinator	440
5080	Medical Records & Billing Sup	408
2895	Office Supervisor	379
3115	Principal Plans Examiner	487
3119	Probation Division Manager	500

5084	Program Manager	463
3200	Public Health Prog & Svcs Mgr	494
4610	Public Health Prog Supervisor	441
4615	Quality Improvement Coord	466
5280	Recording Manager	446
3271	Records Manager	443
5135	Recreation Manager	409
3290	Recreation Supervisor	389
3410	Revenue Recovery Manager	446
5270	Revenue Recovery Supervisor	434
3450	Road Crew Supervisor	411
5056	Road Services Supervisor	412
3445	Road Superintendent	451
3510	Senior Accountant	438
5255	Sheriff's Communications Supv	428
4030	Sheriff's Lieutenant	500
3703	Sheriff's Record Supervisor	386
5035	Social Services Supervisor I	423
5036	Social Services Supervisor II	443
4125	Solid Waste Manager	492
4160	Staff Services Manager	463
3545	Supervising Animal Control Off	380
4260	Supervising Engineer	541
4247	Supervising Housekeeper	380
5220	Supervising JCO	446
3702	Supervising Librarian	420
4266	Supervising Public Health Nur	491
4466	Veterans Services Officer	460
4480	Victim Witness Services Supv	431
4535	WIC Program Supervisor	406

Sections (2) and (3) shall remain unchanged and in effect for FY 2020/2021.

Section (4) shall be modified to read as follows:

For FY 2020/2021, the forty (40) range compaction shall not be applied and all positions will be paid at the range contained in this amendment and set forth above.

Section (6) Reopener shall be added and read as follows:

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

3. The County and the CTMA agree to amend Article 5. Retention Incentive Pay in addition to the existing language, longevity increases earned during FY 2020/2021 shall be applied on June 20, 2021 and subsequent longevity increases will follow the normal course of time as stated in Sections (A) and (B).

4. The County and the CTMA agree to amend Article 13. Cafeteria Plan in addition to existing language, furlough shall be counted as paid status for the purpose of establishing the eighty percent (80%) of their budgeted full time equivalent.

5. The County and the CTMA agree to amend Article 16. Leave Provisions, Section B. Personal Leave, in addition to existing language, shall be amended to read for FY 2020/2021:

Personal Leave shall be amended to increase personal leave accrual caps and personal leave cash outs to read as follows:

For employees hired prior to July 1, 2013, the caps for FY 20/21 shall be increased as follows.

	<u>Current</u>	<u>FY 20/21</u>
Less than 10 continuous years of County employment	4 times	5 times
More than 10 but less than 15 continuous years	5 times	6 times
More than 15 continuous years of County employment	6 times	7 times

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

For employees hired July 1, 2013, or later, the vacation accrual caps shall be increased from 750 hours to 950 hours for FY 20/21.

ANNUAL PERSONAL LEAVE ACCRUAL RATE	YEARS OF SERVICE	CURRENT ACCRUAL CAP	FY 20/21 ACCRUAL CAP
200 Hours	0-3 years	750 Hours	950 Hours
240 Hours	4-9 years	750 Hours	950 Hours
280 Hours	10-19 years	750 Hours	950 Hours
300 Hours	20 years and more	750 Hours	950 Hours

9. In addition to the existing language, the maximum cash out hours will be increased from two hundred (200) hours to three hundred (300) hours. The requirement to use eighty (80) hours of leave to cash out vacation accruals shall be waived.

6. The County and the CTMA agree to amend Article 25. Furlough in addition to existing language:

Amendment #2 Adding Article 25 Section A. which was approved by the Board of Supervisors on April 23, 2020, shall be rescinded in its entirety and shall be replaced by the following:

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 were placed in a non-paid furlough status effective April 26, 2020, through June 30, 2020. 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 September 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 29, 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.

Section B. Furlough FY 20/21 shall be added and read as follows:

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

All members shall serve 120 hours of unpaid furlough time in one (1) week increments during FY 2020/2021. New employees hired after June 21, 2020, or employees referenced in Section (A) above who return to work, shall have the furlough time prorated based on the number of payrolls remaining in Fiscal Year 2020/2021. Use of furlough time must be pre-approved.

COUNTY OF TUOLUMNE

Ann Fremd 6/20/20

Ann Fremd
HR/Risk Manager

Tracie Riggs 6/22/20

Tracie Riggs
County Administrator

TUOLUMNE COUNTY MANAGEMENT ASSOCIATION

Jason Jasmine 6/20/20

Jason Jasmine
Messing Adam & Jasmine LLP

David Vasquez 6/22/20

David Vasquez
CTMA President

Approved as to form:

Sarah Carrillo 6-22-20

Sarah Carrillo
County Counsel

Accepted this 26 day of June, 2020

Sherri Brennan 6/26/2020

Sherri Brennan
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: Christina McCulla

REVISED AMENDMENT #3 TO THE 2017 - 2019
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TUOLUMNE COUNTY MANAGEMENT ASSOCIATION
AND
THE COUNTY OF TUOLUMNE

The County of Tuolumne and the Tuolumne County Management Association hereby agree to amend the following conditions and terms of the 2017 - 2019 Memorandum of Understanding between the Tuolumne County Management Association (herein after "TCMA") 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 TCMA agree to amend Article 16. Leave Provisions in addition to the language in the current MOU, to read as follows:

ARTICLE 16. LEAVE PROVISIONS

Section B (4) Personal Time Off (PTO): The waiting period for use of PTO 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: 6/26/2020

COUNTY OF TUOLUMNE

**TUOLUMNE COUNTY MANAGEMENT
ASSOCIATION**

Ann Fremd 6/20/20

Ann Fremd
HR/Risk Manager Date

Jason Jasmine 6/20/20

Jason Jasmine
Messing, Adam and Jasmine LLP Date

Tracie Riggs 6/22/20

Tracie Riggs
County Administrator Date

David Vasquez 6/22/20

David Vasquez
TCMA President Date

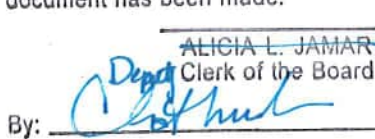
Approved as to form:

Accepted this 26 day of June, 2020


Sarah Carrillo Date
County Counsel


Sherri Brennan Date 6/26/2020
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


Christina M. Cunha

AMENDMENT TO THE 2017 – 2019
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TUOLUMNE COUNTY MANAGEMENT ASSOCIATION
AND
THE COUNTY OF TUOLUMNE

The County of Tuolumne and the Tuolumne County Management Association hereby agree to amend the following conditions and terms of the 2017-2019 Memorandum of Understanding between the Tuolumne County Management Association (herein after "Management Association") and the County of Tuolumne (herein after "County").

1. The County and the Management Association agree to amend Article 13. Cafeteria Plan Section A: Flex Credit Amounts to read as follows:

ARTICLE 13. CAFETERIA PLAN

Section A. Flex Credit Amounts

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

Permanent employees working less than one hundred and thirty (130) hours per month are not eligible to participate in the Cafeteria Plan. Employees hired on or before December 20, 2016, however, who are: (1) in half-time (1/2) permanent positions scheduled to work a minimum of forty (40) hours per pay period, and (2) currently enrolled in the County health plans, are eligible for fifty percent (50%) of the below Cafeteria Plan flex credit amounts, and are limited to eligibility for enrollment in the County's medical, dental and vision insurance plans. Employees working less than one hundred and thirty (130) hours per month who waive health coverage cannot receive any portion of their Cafeteria Plan flex credits in cash. Those employees will forfeit any unused, unallocated flex credit amounts.

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

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

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

The available Cafeteria Plan flex credit amounts are as follows:

Coverage Level	Monthly Flex Credit Amount
Exempt Single Employee	\$1,100.00*
Employee +1	\$1,669.00**
Employee +2	\$2119.00**
Exempt Waived Employee	550.00

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

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

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

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

Section B. Descriptions of Cafeteria Plan Benefit Options

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

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

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

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

COUNTY OF TUOLUMNE

Ann Fremd
Ann Fremd
HR/Risk Manager

11/26/18
Date

Tracie Riggs
Tracie Riggs
Acting County Administrator

12/26/18
Date

MANAGEMENT ASSOCIATION

Eric Erhardt
Eric Erhardt
President, Management Association

11/26/18
Date

Cori Allen
Cori Allen
Vice President, Management Association

11/26/18
Date

Approved as to form:

Sarah Carrillo
Sarah Carrillo
County Counsel

Accepted this day of

John Gray
John Gray, Chairperson
Board of Supervisor

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

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

No. 115-16

Filed December 20, 2016

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 Management Association have met and conferred in good faith and have reached agreement on wages, hours, and other terms and conditions of employment for all employees allocated to the Management group.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors approves the Tuolumne County Management Association Memorandum of Understanding of 201- 2019 attached hereto as Exhibit A.

ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF TUOLUMNE ON 12/20 2016

AYES: 1st Dist. <u>Brenna</u>	NOES: _____	Dist. _____
2nd Dist. <u>Lincolnt</u>		Dist. _____
3rd Dist. <u>Royce</u>	ABSENT: _____	Dist. _____
4th Dist. <u>Gray</u>		Dist. _____
5th Dist. <u>Rodriguez</u>	ABSTAIN: _____	Dist. _____

[Signature]
CHAIRPERSON OF THE BOARD OF SUPERVISORS

ATTEST: [Signature]
Clerk of the Board of Supervisors

I hereby certify that according to No. 115-16
of Government Code
Section 25103, delivery of this
document has been made.

[Signature]
Clerk of the Board

By [Signature]

***Memorandum of
Understanding
2017-2019***



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

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PREAMBLE

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

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

Article 1. County Management Rights

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

- (a) The right to determine the mission of each of its agencies, departments, institutions, boards and commissions.
- (b) The right of full exclusive control of the management of the County; supervision of all operations, determination of the methods and means of performing any and all work; and composition, assignment, direction, location, and determination of the size and mission of the work force.
- (c) The right to determine the work to be done by the employees, including establishment of levels of service 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 CTMA, prior to implementation, to meet and confer with County management about any significant change in terms or conditions of employment which results in a significant impact on employees, except in emergencies.

Article 3. Salary Adjustments

Section (1). The parties jointly agree that the following base salary ranges and rates shall be applicable on the dates indicated for classifications in this Unit except as modified by the provisions of Article 25. Salary Reduction.

Class Title	Effective 6/26/16	PPD with 7/1/17: down to 17%	PPD with 7/1/17: 3% COLA	PPD with 7/1/17: Compaction	PPD with 7/1/18: down to 15%	PPD with 7/1/18: 2% COLA	PPD with 7/1/18: Compaction	PPD with 7/1/19: down to 13%	PPD with 7/1/19: 2% COLA	PPD with 7/1/18: Compaction
Agency Fiscal Officer	449		455			459			463	
Airport Manager	472		478			482			486	
Animal Control Manager	409	413	419		423	427		431	435	
Behavioral Health Clinical Manager	457	461	467		471	475		479	483	
Behavioral Health Program Supervisor	437	441	447		451	455		459	463	
Business Manager	429		435			439			443	
Chief Building Official	489		495			499		501	505	507
Compliance and Information Manager	438	442	448		452	456		460	464	
County Surveyor	482	486	492		496	500		504	508	511
Deputy Agricultural Commissioner	450		456			460			464	
Deputy Air Pollution Control Officer	474		480			484			488	
Deputy CRA Director - Community Services	501	505	511		515	519		523	527	
Deputy CRA Director - Roads	534		540	543		547	552		551	561
Deputy Director Social Services	469		475			479			483	
Director of Behavioral Health	559	563	569		573	577		581	585	
Director of Environmental Health	494	498	504		508	512		516	520	
Director Public Health Nursing	493		499		501	505	506	510	514	

Elections Supervisor	432		438			442			446	
Eligibility Supervisor	362		368		372	376		380	384	
Emergency Medical Services Coordinator	395		401			405		407	411	
Facilities Maintenance Supervisor	380	382	388		392	396		400	404	
Facilities Manager	441		447			451		455	459	
Fiscal Supervisor	355	359	365		369	373		377	381	
Fleet Manager	411	415	421		425	429		433	437	438
GIS Coordinator	465		471			475		477	481	482
Health Officer	632		638			642			646	
Housing Program Coordinator	481	485	491		495	499		503	507	
HSA Chief Fiscal Officer	473	477	483		487	491		495	499	
Information Technology Manager	485		491			495		497	501	
Information Technology Supervisor	465		471			475		477	481	
Jail Commander	462	470	476		480	484		488	492	
Juvenile Detention Facility Superintendent	474		480			484			488	
Legal Office Manager	385		391			395			399	
Library Operation Supervisor	386		392			396			400	
Medical Records & Billing Supervisor	381	385	391		395	399		403	407	408
MHSA Programs Coordinator	426		432			436			440	
Office Supervisor	365		371			375			379	
Principal Plans Examiner	461	465	471		475	479		483	487	
Probation Division Manager	474		480			484	486	488	492	495
Program Manager	449		455			459			463	
Public Health Program & Services Manager	468	472	478		482	486		490	494	
Public Health Program Supervisor	415	419	425		429	433		437	441	
Quality Improvement Coordinator	440	444	450		454	458		462	466	
Records Manager	417	421	427		431	435		439	443	
Recreation Supervisor	373		379			383		385	389	
Registered Veterinary Technician-Animal Shelter Supervisor	376		382			386			390	
Revenue Recovery Manager	432		438			442			446	
Road Crew Supervisor	385	389	395		399	403		407	411	
Road Services Supervisor	385	389	395		399	403		407	411	412
Road Superintendent	425	429	435		439	443		447	451	
Senior Accountant	412	416	422		426	430		434	438	
Senior Accountant - Auditor/Controllers Office	439	443	449		453	457		461	465	
Sheriff's Lieutenant	474		480			484	486	488	492	495
Sheriff's Record Supervisor	370		376			380		382	386	
Social Services Supervisor I	409		415			419			423	
Social Services Supervisor II	429		435			439			443	
Solid Waste Manager	478		484			488			492	
Staff Services Manager	449		455			459			463	
Supervising Animal Control Officer	356	358	364		368	372		376	380	
Supervising Engineer	514		520	523		527	532		536	541

Supervising Housekeeper	356	358	364		368	372		376	380	
Supervising Librarian	394	398	404		408	412		416	420	
Victim Witness Supervisor	369	409	415		419	423		427	431	
WIC Program Supervisor	392		398			402			406	

Section (2). The Chief Fiscal Officer, Senior Accountants, Agency Fiscal Officers and Business Managers who possess a valid certificate issued by the State of California Board of Accountancy as a Certified Public Accountant and Assessment Office Managers who possess a valid certificate issued by the California State Board of Equalization as a certified Appraiser for Property Tax shall receive a ten (10) range differential over and above the base salary range contained in Section 1.

Section (3). 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 Table Listing of the County's current Pay Range/Step Table. Paid time shall be based upon the base salary rate with the computation rounded to the nearest cent.

Section (4) the following range spread shall be the minimum applied to the base salary rate of CTMA classifications as provided for in section (1) over the highest level non-exempt subordinate supervised by said position.

Fiscal Year	Miscellaneous	Safety
FY 16/17	25 ranges	30 ranges
FY 17/18	30 ranges	30 ranges
FY 18/19	35 ranges	35 ranges
FY 19/20	40 ranges	40 ranges

Positions that supervise exempt classifications, a minimum of twenty (20) ranges of the base salary rate as provided for in section (1) shall be maintained between these exempt positions.

Section (5). The Department of Labor (DOL) salary threshold for overtime exemptions under the Fair Labor Standards Act scheduled to become effective December 1, 2016 has been halted nationwide per Court order effective November 22, 2016. Should the DOL overturn the order, the County agrees to implement the appropriate salary threshold as required by the FLSA.

Article 4. Hours of Work

Employees shall be required to work during such hours as necessary to carry out the duties of their position, as designated by the appointing authority, and such hours may be varied so long as the work requirements and efficient operations of the County are assured. As salaried employees in this Unit, employees shall not be docked pay nor have

their accumulated leave balances reduced for absences of less than one (1) day. Absences of four (4) hours or more in one (1) day require advanced notification to the Department Head or immediate supervisor.

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

Article 5. Retention Incentive Pay

Section A. Public Safety Employees

Employees classified as Communications Supervisor, Sheriff's Lieutenant, Sheriff's Captain and/or Jail Commander shall receive the same retention incentive differentials as provided in the DSA agreement, unless the provisions within this agreement for non-public safety employees is superior. In that instance, the above classifications shall receive the differential portrayed below.

Section B. Non-Public Safety Employees

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

Article 6. Out of Class Pay

Employees directed to continuously work in a vacant higher level permanent position shall receive a salary rate increase to the higher level for the time actually worked in excess of one hundred twenty (120) cumulative (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 7. Uniforms

Sheriff's Personnel: Sworn Sheriff personnel shall be allowed a uniform allowance in the amount of one thousand dollars (\$1,000.00) to be paid in two (2) increments during the month of July and January of each fiscal year. In addition, the County agrees to pay four hundred dollars (\$400) to such newly hired personnel at their date of employment provided that if the employee leaves before the end of one full year he/she shall have a prorated amount for that portion of the year he/she did not work deducted from his/her last paycheck. In the event that the Deputy Sheriffs' Association receives a higher uniform allowance, Sheriff's Lieutenants' and Jail Commander uniform allowance will increase to the same level as the Deputy Sheriffs' Association members.

Probation: Should the Juvenile Detention Facility Superintendent be required to wear the same uniform as the Juvenile Detention Facility staff, a uniform allowance of five hundred dollars (\$500).

Animal Control: The Animal Control Manager and Supervising Animal Control Officer shall be allowed a uniform allowance in the amount of five hundred dollars (\$500) to be paid in two (2) increments during the month of July and January of each fiscal year. In addition, the County agrees to pay two hundred and fifty dollars (\$250) to such newly hired personnel at their date of employment provided that if the employee leaves before the end of one full year he/she shall have a prorated amount for that portion of the year he/she did not work deducted from his/her last paycheck. In the event that the Tuolumne County Employees' Association receives a higher uniform allowance, the Animal Control Manager and Supervising Animal Control Officer's uniform allowance will increase to the same level as the Tuolumne County Employees' Association members.

Road Operations Personnel, Clothing and Safety Equipment: The County agrees to provide and launder coveralls for Road Operations employees as the need arises and as determined by the Department. Shirts with County seal replica will be provided. Shirts will be laundered on a weekly basis, and coveralls will be laundered on an "as needed" basis as determined by the department.

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 Road Operations who require corrective lenses for the normal execution of their job duties. This agreement 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.

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.

Article 8. Incentive Pay

I. Sworn Law Enforcement Personnel - P.O.S.T. and Educational Incentives

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

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

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

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

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

(5) Administration.

- (a) Incentive pay will commence only after the degree or the certificate has been issued.
- (b) The employee is responsible for initiating an application for the degree or certificate to establish eligibility, notifying the Department Head in writing at least 3 months prior to the award of the degree or certificate to be qualified for incentive pay on the applicable eligibility date, and providing supporting documents, i.e. P.O.S.T. Certificates or degree. Failure to notify the Department Head 3 months prior to the award of the degree or certificate shall delay the award of the incentive pay to the following eligibility date (e.g. July or January).
- (c) The Department Head is responsible for the administration of the Incentive Pay Program and submitting the supporting documents to the Human Resources Department.
- (d) The Human Resources Department is responsible for filing the supporting documents in the employee's personnel file, and authorizing the Auditor-Controller to make payments or changes in payment status.

(6) General Provisions.

- (a) The program provides a stipulated dollar amount of gross pay over and above the base salary range upon achievement of specific qualifications and requirements set forth herein.
- (b) An employee may be eligible for P.O.S.T. Incentives and the Educational Incentives; however, the differentials received shall not exceed 20%.

II. Sworn Standards and Training for Corrections (STC) and Non-Sworn Law Enforcement Personnel - POST and Educational Incentives

Section A. Dispatch POST Incentives

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

(2) Eligibility. This program is limited to all full-time Dispatchers employed in the Tuolumne County Sheriff's Department.

(3) Compensation. Dispatchers who hold either a Dispatch Intermediate or a Dispatch Advanced P.O.S.T. Certificate as described in the regulations of the Commission of Peace Officer Standards and Training (P.O.S.T.) and who have been employed by the Tuolumne County Sheriff's Department on a full-time basis and have completed their probationary period shall receive incentive pay as follows:

- | | | |
|-----|--|-------------------|
| (a) | Dispatch Intermediate P.O.S.T. Certificate | 2.5% differential |
| (b) | Dispatch Advanced P.O.S.T. Certificate | 5% differential |

(4) Subsequent Eligibility. Dispatchers who obtain either certificate shall be eligible to participate in the Dispatch POST Incentive Program. After completion of the probationary period, there shall be two eligibility dates for entry into the program: July 1 or January 1. Payment of the differential shall begin on the first day of the pay period following the eligibility date. An application for Dispatch POST Incentive Pay must be submitted and approved by the Department Head and the County Administrator before payment can be made.

(5) Administration.

- (a) Dispatch POST incentive pay will commence only after the Intermediate or Advanced Certificate has been issued.
- (b) The employee is responsible for initiating an application for Dispatch POST Incentive Pay to establish eligibility, to notify the Department Head in writing at least 3 months prior to the award of the degree or certificate to be qualified for incentive pay on applicable eligibility date, and to provide supporting documents, i.e. Dispatch POST Certificates. Failure to notify the Department Head 3 months prior to the award of the degree or certificate shall delay the award of the incentive pay to the following eligibility date (e.g. July or January).
- (c) The Department Head is responsible for the administration of the Dispatch POST Incentive Pay Program and submitting the supporting documents to the Human Resources Department.
- (d) The Human Resources Department is responsible for filing the supporting documents in the employee's personnel file, and authorizing the Auditor-Controller to make payments or changes in payment status.

(6) General Provisions.

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

- b) An employee may be eligible for either the Dispatch POST Incentive or the Non-Sworn Educational Incentive to a maximum of 5%; however, no employee may receive both Dispatch POST Certificate and non-sworn educational incentives.

Section B. Sworn STC & Non-Sworn Educational Incentive

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

(2) Compensation. Sworn STC and non-Sworn employees of this unit who hold either a Bachelor's or Master's degree that is related to their job, that is not a minimum requirement of the position from an accredited college or university, and who have completed their probationary period shall receive educational incentive pay to a maximum of 5% as follows:

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

(3) Subsequent Eligibility. Non-sworn employees of this unit who have completed their probationary period and have at the time of employment or obtain during their employment either a Bachelor's or Master's Degree shall be eligible to participate in the Non-Sworn Educational Incentive Program after completion of the probationary period. Payment of the differential shall begin on the first day of the pay period following the eligibility date. An application for Non-Sworn Educational Incentive Pay must be submitted and approved by the Department Head and the County Administrator before payment can be made.

(4) Educational Incentive Administration.

- (a) Educational incentive pay will commence only after the degree has been issued.
- (b) The employee is responsible for initiating an application for Educational Incentive Pay to establish eligibility, to notify the Department Head in writing at least 3 months prior to the award of the degree or certificate to be qualified for incentive pay on applicable eligibility date, and to provide supporting documents, i.e. diploma or degree. Failure to notify the Department Head 3 months prior to the award of the degree or certificate shall delay the award of the incentive pay to the following eligibility date (e.g. July or January).
- (c) The Department Head is responsible for the administration of the Educational Incentive Pay Program and submitting the supporting documents to the Human Resources Department.

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

(5) General Provisions.

- (a) The program provides a stipulated dollar amount of gross pay over and above the base salary range upon achievement of specific qualifications and requirements set forth herein.
- (b) An employee may be eligible for either the Dispatch POST Incentive or the Non-Sworn Educational Incentive to a maximum of 5%; however, no employee may receive both Dispatch POST Certificate and non-sworn educational incentives.

Section C. Pay Differentials

Supervisors and managers shall be entitled to receive the same differential pay available to those employees they supervise only if the differential pay received by the employee supervised impacts the range spread as identified in Article 3, Section (4). Shift differential, unless the supervisor is regularly scheduled to work a shift that is entitled to this differential, and merit incentive pay are specifically excluded.

Social Service Supervisor I/II, Program Managers and Deputy Directors assigned to protective services shall receive a 5% pay differential.

Section D. County Health Officer

The County shall pay the cost for maintain the license or certification for the County Health Officer and continuing education units for said certificates or license which must be maintained as a condition of employment within the established IRS limits.

Article 9. Merit Incentive Pay

Employees may earn a 2% increase in base pay upon achievement of "exceeds expectations" on their annual performance evaluation. Such 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 2% increase shall 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 21 due to their being at the D or E steps of their classification. Merit incentive pay shall cease if the employee is promoted or reclassified to a higher classification, or demoted to a lower classification.

Effective June 30, 2017, Merit Incentive Pay will be eliminated and no longer available to the CTMA.

Article 10. Educational Reimbursement

The Educational Reimbursement Program shall consist of the reimbursement of up to one hundred percent (100%) 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 as described in the current County's Educational Assistance Program. The County shall reimburse employees for fifty percent (50%) of courses that are not directly job related but are prerequisites to attain an approved job related certificate or degree.

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

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

Article 11. 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 their initial probationary period and are in permanent status. 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 desktop, laptop, or tablets and must be equipped with the minimum software as required for that operating system.

Article 12. Health and Welfare

Employee Wellness Program: The County agrees to reimburse the first seven employees, who submit their claims to Human Resources, for their lab costs each year who participate in the County's annual Health Fair.

Health Club Membership: The County agrees to pay for eighty percent (80%) not to exceed \$60 of the price of a single rate membership to any County recognized health and fitness organization, including but not limited to health clubs, fitness trainer, and martial arts studios up to a maximum of ten (10) organizations. The organization must be a legal business that is insured and has a tax identification number. The County will submit the County portion of the membership and deduct the remaining balance from the employees pay check one time per month. Proof of membership must be provided to Human Resources upon enrollment. Employees that cancel the membership during the year must immediately notify the Human Resources Department or be subject to reimbursement of funds to the County from the date of cancellation to the date of notice.

Article 13. Cafeteria Plan

Section A: Flex Credit Amounts

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

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

If a Relief employee becomes eligible for health insurance as a result of his or her status as "full-time" within the meaning of the Affordable Care Act, the County will pay 100% of the employee-only premium for the Relief employee's medical insurance while eligible and enrolled. The County will use a measurement period of one (1) year to determine eligibility for Relief employees, and eligibility will require the Relief employee to work an average of 30 hours per week during the measurement period. Eligible relief employees who enroll in two-party or family coverage will be responsible for paying the difference in premium costs. Relief employees who are determined to be eligible for medical coverage are ineligible to participate in the County's dental and vision insurance plans. No cash in lieu of medical insurance is available for eligible Relief employees who waive coverage.

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

The available Cafeteria Plan flex credit amounts are as follows:

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

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

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

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

Section B: Descriptions of Cafeteria Plan Benefit Options

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

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

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

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

Section D: Section 125 - Premium Conversion Plan

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

Section E: Reopeners

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

Article 14. Life and Disability Insurance

Life Insurance

The County shall provide at no cost to the employee a term Life Insurance policy in the amount of one hundred thousand dollars (\$100,000). No dependent coverage shall be provided by the County. For retirees electing life insurance coverage at their own expense, this coverage shall decrease upon retirement to three thousand dollars (\$3,000) and shall further decrease with age according to the terms and conditions contained in the Certificate of Coverage.

Disability Insurance

Employees covered by this agreement shall be covered by a Short Term Disability Insurance policy paid for by the County.

Employees covered by this agreement shall be covered by a Long Term Disability Insurance policy paid for by the individual employees.

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. Effective May 4, 2015 all Safety 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 shall pay the employees contribution (7% miscellaneous/9% safety) and agrees to 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 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. If a fixed holiday falls on a Saturday, the preceding Friday will be observed as the fixed holiday. If a fixed holiday falls on a Sunday, the succeeding Monday will be observed as the fixed holiday.
3. Whenever a permanent employee is required to work by the Department Head or designee on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour-for-hour basis, up to a total of eight (8) hours personal leave.
4. Employees must be in a full paid status for a full shift the last scheduled work day before and the first scheduled work day after a fixed holiday to receive holiday pay.

Section B: Personal Leave

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

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

Employees may not accrue personal leave time in excess of:

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

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

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

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

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

1. All personal leave must be approved by the Department Head or designated representative.
2. **Notice.** Where appropriate, employees shall request personal leave time at least one work week in advance of taking leave. In cases of sickness or emergencies, in twenty-four (24) hour departments the Department Head or designee must be notified at least two (2) hours prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence. In other departments, the Department Head or designee must be notified within one-half (½) hour after the

start of the employee's scheduled tour of duty of a sickness on the first day of absence.

3. **Sickness or Emergency Leave.** It is the responsibility of the employee to keep the Department Head or designee informed as to continued absence beyond the first day for reasons due to sickness, occupational disability, or emergency. Failure to make such notification may result in denial of personal leave with pay. The County Administrator may review and determine the justification of any request for sickness or emergency personal leave with pay and may, in the interest of the County, require a medical report by a doctor to support a claim for leave pay. A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness prospectively when requested by the Department Head. Evidence substantiating the use of personal leave for willful injury, gross negligence, intemperance, trivial indispositions, instances of misrepresentation, or violation of the rules defined herein will result in denial of personal leave with pay.

Personal Leave will be coordinated with Short and Long Term Disability Insurance to ensure the employee receives full salary.

4. Employees in permanent positions shall accrue, on a pro-rata basis, personal leave for completed pay periods. Such personal leave shall be available for use on the first day following the pay period in which it is earned, provided the employee has completed five hundred twenty hours (520) of service from the employee's hire date. Employees in permanent positions budgeted less than eighty (80) hours per pay period or job shared positions shall receive personal leave accumulation on a pro-rata basis.
5. No employee shall be permitted to take leave in advance of accrual.
6. Personal leave shall be compensated at the employee's base hourly rate of pay.
7. An employee about to retire, or who is to be laid off, may request utilization of their accrual prior to the effective date of any such retirement or lay-off or a lump sum payment for accrued personal leave, up to the applicable maximum accrual. Determination of whether the employee is permitted to use his/her accrued personal leave prior to separation, or whether leave time will be paid to the employee in a lump sum, shall be at the sole discretion of the County Administrator.
8. When an employee is transferred from one County department to another, said transfer shall have no effect upon the employee's leave benefits. However, if the transfer results in an employee being in a bargaining unit that utilizes the traditional sick and vacation leave rather than personal leave, those rules will apply and the employees personal leave balance will be allocated to sick and vacation leave based upon an established formula.

9. Employees with a minimum personal leave accrual balance in excess of eighty (80) hours shall be entitled to cash out those hours in excess of eighty (80) hours and up to a maximum of two hundred (200) hours accrued personal leave in a fiscal year. Employees may cash out leave in any increment at any time during a fiscal year. Requests for personal leave accrual cash-out shall be by memorandum to the Auditor-Controller's Office. For a request to be approved said employee must have used 80 hours of leave, which can include management leave or bereavement leave, within the last fiscal year.

The above cash outs can also be applied to an employee's 457 plan deferred contribution account, within the legal limits allowed or to a post-retirement medical plan should one be established for employees of this unit.

10. **Leave Balance Conversion Option.** An employee who separates in good standing from County service and desires to retain his/her group health insurance coverage, may be permitted to convert his/her personal leave accrual balances to cash in accordance with the formula described in paragraph 7 of this Article, and authorize the County to apply any part of the payoff to the cost of premiums for his/her group health insurance coverage, or to a post-retirement medical plan should one be established, or 457 plan subject to any coverage restrictions. In the event of the death of an employee, any unused portion of his/her cash payoff shall be paid to his/her designated beneficiary subject to appropriate taxes. Determination of whether an employee is permitted to convert his/her leave balance as described by this paragraph shall be at the sole discretion of the County Administrator and, if permitted, shall be in lieu of a cash payout.

Section C: Family and Medical Leave (FMLA)

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

Section D: Leaves of Absence Without Pay

1. **Leaves of Absence Without Pay.** A leave of absence without pay may be granted for a period of not more than thirteen (13) consecutive pay periods 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 leave, with or without the right to return, shall retain the seniority that employee had prior to the leave, but will not accrue additional seniority during the period of the leave, and is not guaranteed to return to the same position he/she occupied prior to the leave. Leaves of absence without the right to return may be granted to probationary employees.
- c) **Benefits.** When an employee is on such a leave of absence without pay or without right to return to classification, the employee shall accrue no employee benefits, no seniority, no time toward salary step advancement, and shall pay the full premium of his/her health and welfare program prorated on a daily basis, if coverage is continued by the employee. If health and welfare is dropped during a leave of absence, the employee may be subject to restrictions imposed by the insurance carrier upon return.

Section E: Military Leave

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

Section F: Court 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 any case within his/her scope of employment shall be deemed to be on duty and there shall be no loss of salary. This shall not apply to civil grand jury duty,
- (b) **Return to Work.** Any employee who is summoned for attendance to any court for jury duty, or served with a subpoena to appear as a witness in any case within his/her scope of employment shall be allowed one-half ($\frac{1}{2}$) hour prior to the beginning of that day's jury duty and one-half ($\frac{1}{2}$) hour after being released from that day's jury duty for travel to and from the work site.

Request for exceptions may be made to the employee's immediate supervisor. Any work time unaccounted for may be allocated to an employee's earned leave provided, however, that the employee secures the prior written approval of their immediate supervisor. In no case will Court Leave exceed an employee's regular shift. Request for exceptions may be made to the Human Resources Office.

Section G: Compulsory Leave

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

If the 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.

An employee in disagreement with the above process may pursue the grievance process outlined in Article 29.

Section H: Administrative Leave

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

Section I: Management Leave

Employees in permanent positions shall be granted eighty (80) hours of management leave with pay each fiscal year to be taken at the discretion of the employee and upon

approval of the Department Head. Said leave shall be available for use on July 1st each year and is not accruable from year-to-year or convertible to cash payment. An employee hired after December 31st and prior to June 30th shall only be entitled to forty (40) hours of management leave for the remainder of the fiscal year.

Section J: Bereavement Leave

Employees in permanent positions shall be entitled to twenty four (24) hours leave which may be used per occurrence for bereavement due to the death of persons in the immediate family. For this section only, the definition of immediate family shall include spouse, son, daughter, registered domestic partner, mother, father, sister, brother, mother-in-law, father-in-law, grandparent, grandparent in-law, grandchildren, stepson, stepdaughter, step parent, foster child, foster parent of the employee, in loco parentis, or any relative living with the family.

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 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 fifteen (15) 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.

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

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

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

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

Article 17. Expense Reimbursement

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

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

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

Article 18. Probationary Periods

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

The Health Officer serves at the pleasure of the appointing authority.

Article 19. 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 their prior lower classification. If their prior position has been filled, the appropriate layoff procedure shall then be applied to the new incumbent.

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 or voluntarily demotes within six (6) months may be returned to the former department (or other department where appropriate as determined by the County Administrator) in that classification or lower previously held classification if vacant or a comparable classification.

Article 20. Pay Period

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

Article 21. Salary Rates and Step Advancement

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 reclassified to a higher level classification, the employee shall be afforded the benefit of their next step increase, as well as the minimum five percent increase, at the time of reclassification.

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

Except as otherwise provided, advancement to the "B" and all subsequent step(s) shall be contingent upon the completion of two thousand eighty (2,080) regularly scheduled hours of satisfactory service, in permanent status, at the lower step. All time actually worked by employees in permanent part-time positions shall be counted towards the completion of the 2080 hours requirement. Time served in the same classification a relief status shall count towards the 2080 hours; however, time in other relief 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. An employee shall not receive a two-step increase if he/she is going to be promoted immediately after the proposed step increase.

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

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

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

Article 22. 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 CTMA indicating the proposed change prior to its implementation and when CTMA requests to meet and confer, the parties shall expeditiously meet and confer regarding the impact the modification or change would have on employees.

Article 23. Dual Appointments

The appointment of two (2) full-time employees to the same budgeted permanent position may be authorized by the County Administrator to facilitate training, to make assignments to a position which is vacant due to an extended authorized leave of absence, or in an emergency for a period of one year. The most recently hired dual appointee shall enjoy all the benefits of a permanent employee, except permanent status. Upon return of the initial employee, the most recently hired dual appointee shall be terminated from employment without right of review or appeal, or, if a promoted County employee, subject to the provisions of Article 19, Promotional Probation.

Article 24. Job Sharing

The County shall consider the request of an employee in a permanent position who desires to share his/her job with another qualified employee or eligible person in the same classification. Jobs may be shared on an hourly or daily basis provided that the combined total scheduled hours does not exceed more than 80 hours per pay period. An employee who works less than 40 hours per pay period shall be not eligible to receive any benefits for which the County pays an insurance premium or membership in the retirement system. Should both employees be scheduled for forty (40) hours each pay period, both employees shall receive 50% of the current cafeteria plan benefit towards their insurance premiums, provided however, that should one employee decline the cafeteria benefit, the other employee shall receive 100% of the current cafeteria plan benefit towards his/her insurance premiums. All other benefits for job sharing employees shall be as provided in the appropriate Article on a pro-rated basis based upon a total eighty (80) hour pay period.

Each employee shall be notified in writing by the appointing authority at the time of appointment and such notification will clearly define the benefits to which each employee is entitled. Work schedules for job sharers shall be approved in advance by the 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 25. Furlough

When there are insufficient funds from all available budgetary sources the Board of Supervisors may furlough employees on a no pay status. 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. Furlough will be applied in a manner consisted with the Fair Labor and Standards Act.

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

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

In-lieu of being placed on furlough in a no pay status for the second and fourth day in a fiscal year, a permanent employee may elect to be placed on personal leave, and a probationary employee may elect to be placed on personal leave, when it is available for his/her use.

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

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

Article 26. Layoff Procedure

- 1. Definition:** A layoff is the involuntary separation, demotion, or reduction in work hours of a permanent employee without fault of the employee. Layoff applies only to permanent positions. A layoff occurs only when there is a surplus of employees, a position is to be deleted from the authorized position allocation listing, a position's scheduled work hours are being reduced on a permanent basis, or when funds are withdrawn from a previously funded position or when funds are no longer available.
- 2. Procedure:** Layoffs shall be by classification within a department. The Board of Supervisors has the sole authority to determine the number and classification of positions to be laid off within each department. Prior to any reduction in the work force of permanent employees, all 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 demoting.
 - (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's and abilities meet the minimum qualifications for the position sought.
 - (d)** Any employee replaced by demotion shall have the same rights as set forth above.
 - (e)** Permanent employees shall be provided a written notice of intended action with the reasons therefor at least ten (10) workdays before the effective date of any layoffs.
- 3. Exception to Order of Layoff:** Whenever a Department Head believes that the best interest of the service requires the retention of an employee with special

qualifications, characteristics, and fitness for the work, the Department Head may request that such employee be exempted from the bumping procedures. Such requests must be in writing and approved by the County Administrator, with the concurrence of the Association.

In the event all relief employees in a specific classification are laid off, former permanent employees from that classification who are on a reinstatement list will be considered as relief for purposes of filling unanticipated staffing shortages (vacation, illness or special staffing needs). If all employees on the reinstatement list are unavailable or unwilling to report to a relief assignment, the County may utilize relief employees. If a permanent employee fills a relief position it will not affect in any way their right to reinstate to their prior position. This language is not to be used to circumvent the reinstatement rights of permanent employees.

4. Reemployment Rights:

- (a)** The order of reemployment shall be the reverse of the order set forth in Article 25 (b) through (e). 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, from the date of layoff. Said employee, if recalled within that period, will resume employment on the same basis as returning from an unpaid leave of absence. A person declining offered appointment will be stricken from the reemployment list after two (2) refusals.
- (c)** After one year, laid off employees will continue to receive full consideration of any application in light of former service. Nothing in this section assigns any further rights to such persons.

Article 27. Seniority

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

3. All things being equal in terms of skill, ability, training, and experience, seniority shall be considered for shift, job, and workstation assignments.
4. Seniority shall only be a factor in assignments where a vacancy exists. A more senior employee may not displace another employee from their shift, job or workstation.

Article 28. Access to Human Resources File

A. Personnel files are confidential and access to personnel files of an employee shall be limited to the County Administrator or designated representative, County Counsel, Human Resources/Risk Management staff, Department Heads or supervisors in the employee's chain of command. An employee and/or the employee's representative, designated by the employee in writing, shall 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. Matters exempted by law shall be excluded from the right to copy or, where applicable, to inspection by the employee.

After five years with no record of similar infraction or misconduct, records of written reprimands, removals from assignment, suspensions and involuntary demotions shall be removed from the official personnel file upon application by an employee and approval by the Department Head and Human Resources. Exceptions to the rule of removal are for records involving: discrimination / retaliation / hostile work environment (and any other violations of County EEO policies); violence in the workplace; dishonesty; infractions or misconduct that have been referenced in a prior performance appraisal; and intentional misconduct.

The provisions of this section of the MOU do not take precedence over the requirements of the Government Code and the Penal Code regarding retention of Internal Affairs investigations documentation.

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

Employees desiring to review such records shall make such request in writing at least 24 hours in advance to their Department Head or the Human Resources Office as appropriate.

B. In the event changes are proposed in bargaining unit classifications, e.g. adding, deleting, modifying language, adjusting salaries, the Association will receive a draft of the proposed changes in writing either by mail or via E-mail prior to any action by the Board of Supervisors.

Article 29. Grievance Procedure

1. **Purpose:** It is the purpose of this procedure to provide a simplified and definite method for Unit employees to resolve grievances they may have in their employment relationships with the County of Tuolumne. The overall policy of this procedure is to provide for the resolution of grievances at the lowest level within the employment hierarchy of the County as is possible without unnecessarily disrupting county functions or services. This procedure shall be liberally construed to effectuate its purpose and shall be viewed by all as a means to enhance the function of the County in providing services to the general public. The use of this procedure in resolving grievances shall not be held against any employee in any manner since the adoption of this procedure gives each employee the right to use it.
2. **Definition of Grievance:** A grievance is a disagreement between County management and an employee, group of employees, or CTMA concerning the interpretation, application, or violation of a specific article(s) of this Memorandum of Understanding or established written rules or regulations governing personnel practices. This grievance procedure shall not apply to disciplinary action. All such appeals shall be governed by Article 30 of this MOU.
3. **Time Limitations and Notification:** Time limits are established to settle a grievance quickly. Time limits may be modified only by agreement of the parties. If at any step of this Grievance Procedure, the grievant is dissatisfied with the decision rendered or a decision has not been filed in a timely manner, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved.

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

For purposes of this procedure, notification to a party may be given either personally or by mail. When notice is mailed to an employee, it shall be sent to the employee's current address of record by registered mail, return receipt requested. The Department Head shall promptly furnish the 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.

4. **Jurisdiction:** The Human Resources Manager shall have the sole authority within the County structure to provide the official management interpretation or application to any and all provisions of this Agreement. The Human Resources Manager, or designee, may represent the department during any step of this procedure. Unit employees may use this procedure, regardless of membership in any employee

organization. The decision to use this procedure and any step thereof is solely that of the employee. In using this procedure, however, any employee may choose to be represented by another, including the representative of an employee organization.

5. **Use of County Time:** Reasonable County time, subject to the discretion of the Department Head, may be used in the preparation of a written or oral grievance. County time may be used for the procedure set forth below.
6. **Steps in the Grievance Procedure:** No complaint shall be considered a grievance unless it is presented within twenty (20) calendar days after the employee is aware or should have been aware of the conditions precipitating the grievance. Grievances concerning matters over ninety (90) calendar days are time barred and are not subject to the grievance procedure.
 - (a) **First Step:** Any employee or group of employees having a grievance shall first discuss the grievance on a personal face-to-face basis with the first line supervisor or the lowest level of supervisor capable of remedying the grievance. This step shall not require a written grievance, but the individual bringing the grievance must clearly state that the matter is a grievance, for which a written decision is requested. Within seven (7) business days the individual so designated shall render a written decision. If the grievant is not satisfied with the decision, the grievant may not later than seven (7) business days after receipt of the decision submit the grievance to the next step. If the grievance affects all members of the CTMA, the CTMA may file the grievance to the Human Resources Manager provided in Step 4.
 - (b) **Second Step:** If a mutually acceptable solution has not been reached in Step 1, the grievant shall submit the grievance in writing to the next level of supervision above the supervisor in step one. The written grievance shall provide a detailed statement of the grievance, including dates, names and places, applicable MOU article(s) or personnel practices alleged to have been violated, and the specific remedy requested. Within seven (7) business days the individual so designated shall render a written decision. If the grievant is not satisfied with the decision, the grievant may not later than seven (7) business days after receipt of the decision submit the grievance to the next step. Any affected party may appeal this determination directly to a hearing officer or arbitrator provided in Step 5.
 - (c) **Third Step:** If a mutually acceptable solution has not been reached, the grievant shall submit the written grievance to the Department Head. The Department Head, or designee, shall personally meet with the grievant as soon as is practicable, but not later than fourteen (14) business days from the presentation of the written grievance, to discuss the grievance and shall render a written decision to the grievant within fourteen (14) business days of

such meeting. The Department Head and the appellant may call any witnesses at such meeting in order to reach a decision; any meeting may be continued by the Department Head if necessary; however, the meeting will not be a formal hearing. If the grievant is not satisfied with the written decision, the grievant may not later than seven (7) business days submit the grievance to the next step.

- (d) **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 CTMA 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 referred by the California State Mediation and Conciliation Service shall be chosen from a list of five arbitrators supplied by said department following an alternate striking process. The first strike shall be chosen by lot. The cost of arbitration 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.

A hearing panel shall be comprised of one (1) representative of the County Administrator, one (1) representative from the Association, and one neutral member (who may be a mediator) selected by the other two members. The cost of the hearing panel shall be shared equally by both parties. The term "party" applies to the County, the Association, and to an individual employee who may appeal a disciplinary action without the support of the Association.

The hearing shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association. A final decision from the hearing shall be rendered no later than thirty (30) days following the submission of summation statements by the Association and County representatives. 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 30. Disciplinary Action

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

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

- (a) Omission or willful misrepresentation of a material fact or other fraud in securing employment including, but not limited to, the following:
 - 1. Falsification of application for work.
 - 2. False information regarding driver's license.
 - 3. False information regarding professional licenses, credentials, or certificates.
- (b) Falsification of an official statement or document;
- (c) Failure to meet work performance standards and requirements;
- (d) Willful or negligent disobedience of any job-related law, ordinance, County rule, or departmental regulation or any superior's lawful order.
- (e) Incompetence;
- (f) Inefficiency;
- (g) Inexcusable neglect of duties;
- (h) Insubordination;
- (i) Dishonesty;
- (j) Improper use of drugs or alcohol including, but not limited to, the following:
 - 1. In possession of, under the influence of, alcohol beverages, while at work or in County work areas;
 - 2. In possession, in use, under the influence of, or trafficking in habit-forming drugs and/or narcotics while at work or on County property. The term "drugs" means controlled substances as defined in Division 10 (commencing with Section 11000) of the California Health and Safety Code;
- (k) Unexcused absence from duty, including, but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slow downs;
- (l) Conviction of a felony or conviction of a misdemeanor involving moral turpitude; a plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning this subsection;
- (m) Discourteous treatment of the public or other employees, including but not limited to any form of harassment of any individual based on their race, color, religion, gender, gender identity or expression, ancestry, national origin, age, genetic information, marital status, sexual orientation, medical condition or disability, amnesty, or status

- as a covered veteran or usage of family medical care leave or pregnancy leave in accordance with applicable federal, state and local laws;
- (n) Misuse of County property or damage to County property resulting from misuse or negligence;
 - (o) Inconsistent, incompatible or conflicting employment activity or enterprise;
 - (p) Violation of a department rule;
 - (q) Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the County;
 - (r) Failure to comply with any requirements of the Department of Transportation Drug Testing Regulations for covered employees; and(s) Sexual Harassment.
 - (s) Commission of any type of physical 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.
 - (t) Abuse of leave.

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

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

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

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

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

- (a) A permanent employee given notice of intended disciplinary action may, within seven (7) business days after service of the notice, respond to the Department Head, or designee, either orally or in writing. The employee shall not be entitled to a

formal hearing with examination of witnesses, but he/she may present statements by himself/herself, written statements of any witnesses and other documentary material. Employees covered by the Public Safety Officers Procedural Bill of Rights Act are entitled to an administrative appeal as described in the Act. The employee may be represented by another in presenting his/her 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) work days or less in any twelve month period (or the equivalent reduction in salary step). A Department Head/Skelly Officer considering a minor suspension shall comply with Section 4 and, if requested, Section 5. After receiving the Order of Disciplinary Action provided in Section 6, the employee may, within seven (7) business days after service of an order imposing a minor suspension, appeal in writing to the County Administrator who shall thereafter conduct such meetings and informal discussions as deemed appropriate. The County Administrator shall make a written decision within fourteen (14) business days affirming, modifying or revoking the order which shall be transmitted to the employee and the Department Head and shall place a copy in the employee's personal history file. In the event the discipline is revoked, all record of the discipline and hearing will be removed from the employee's personnel file. The decision of the County Administrator shall be final and binding.

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

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

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

Section (11) Disciplinary Action - Amendment of Order: At any time before the hearing, the Department Head may file with the 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 29 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) work days prior to the hearing date that he or she desires to have the hearing in public. In any event, the Department Head shall be entitled to have those matters, which constitute complaints against him or her, heard in

closed session. Any matters implicating the privacy of other current or former employees, or the safety of employees or county citizens are also to be heard in closed session. The employee shall have the right to be represented by counsel and to present evidentiary facts. The hearing official may at any time exclude any person who may be a witness in the case under consideration, with the exception of the employee and the departmental representative.

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

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

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

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

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

Section (16) Disciplinary Action - Affirmation or Revocation of Action: The hearing official may affirm or revoke the action taken by the Department Head or may modify such action to a less severe punishment. The hearing official may order the employee returned to his or her position either as of the date of the punitive action by the Department Head or as of such later date as may 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 shall direct the Human Resources Office to arrange for a competent reporter or recording device as approved by Judicial Council to record the proceedings at the hearing. The Association or the employee involved may purchase all or part of the record provided the request therefore is made within ninety (90) calendar days of the date of service of the final decision on the employee. A request for the record shall be accompanied by payment of the estimated cost thereof as determined by the Human Resources Manager and the person making the request shall be obligated to pay the full cost prior to delivery of the transcript.

Article 31. 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 that would invalidate articles of this MOU.

Article 32. Association Security

Employees covered by this agreement at the time it becomes effective and who are members of the Association at that time shall be required to pay Association dues for the duration of this agreement. Eligible employees who are transferred or promoted into the bargaining unit after the effective date of this agreement and who join the Association as members shall be required to continue their membership for the duration of this agreement.

The County shall collect Association dues from all employees of the bargaining unit who are members of the Association per its current practice. The Association may from time to time increase, decrease or change its dues deductions upon written notice to the County.

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 CTMA with respect to wages, hours and other terms and conditions of employment. Any prior or existing Agreement between the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. The parties voluntarily waive the right to meet and confer in good faith with respect to any subject or matter covered in this Agreement, except that the parties, by mutual agreement, may meet and confer and agree to amend any matter in this Agreement, including compensation; provided. However, the County may make changes to matters covered by the current personnel rules provided that such changes shall not conflict with the Memorandum of Understanding.

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

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, 2019. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. of December 31, 2019, 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. Approval by Board of Supervisors

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

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

Dated: 12/9/16

COUNTY OF TUOLUMNE

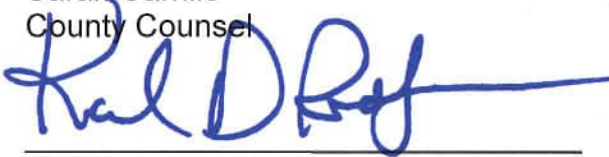


Ann Fremd
HR/Risk Manager

Approved as to legal form:



Sarah Carrillo
County Counsel



Karl Rodefer
Chair, Board of Supervisors

COUNTY OF TUOLUMNE
MANAGEMENT ASSOCIATION



Eric Erhardt
CTMA Vice President/Lead Negotiator



Cori Allen
CTMA President

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: 

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