

**AMENDMENT TO THE 2013-2015
 MEMORANDUM OF UNDERSTANDING
 BETWEEN
 THE TUOLUMNE COUNTY HEALTH CARE UNIT/SEIU LOCAL 521
 AND
 THE COUNTY OF TUOLUMNE**

The County of Tuolumne (hereinafter "County") and the Tuolumne County Health Care Unit/SEIU Local 521 (hereinafter "Health Care Unit") hereby agree to amend the following conditions and terms of the 2013-2015 Memorandum of Understanding between the Tuolumne County Health Care Unit/SEIU Local 521 and the County of Tuolumne (hereinafter "Memorandum of Understanding"):

1. The County and the Health Care Unit agree to amend Article 3. Salary Adjustments, Section (5) read as follows:

Article 3. Salary Adjustments

Section A. The parties jointly agree that the following base salary ranges and rates shall be applicable on the dates indicated for classifications in this unit.

| Job Code | Descr | Effective 10/19/14 | Effective 7/1/15 |
|----------|--------------------------------|-----------------------|---------------------|
| 1463 | Behavioral Health Clinician I | 358 | 362 |
| 1464 | Behavioral Health Clinician II | 378 | 382 |
| 1475 | Behavioral Health Comm Liaison | 220 | 224 |
| 4581 | Behavioral Health Psychologist | 460 | 464 |
| 1467 | Behavioral Health Rec Couns I | 298 | 302 |
| 1468 | Behavioral Health Rec Couns II | 318 | 322 |
| 1469 | Behavioral Health RN I | 374 | 378 |
| 1471 | Behavioral Health RN II | 394 | 398 |
| 1481 | Behavioral Health Worker I | 298 | 302 |
| 1483 | Behavioral Health Worker II | 318 | 322 |
| 0881 | Clinic LVN I | 316 | 320 |
| 0890 | Clinic LVN II | 336 | 340 |
| 0900 | Clinic Registered Nurse | 396 | 400 |
| 2200 | Inservice Education Coord | 497 | 501 |
| 2530 | LVN I | 339 | 343 |

| | | | |
|------|--------------------------------|-----|-----|
| 2560 | LVN II | 359 | 363 |
| 2730 | Mid-level Practitioner | 426 | 430 |
| 3160 | Public Health Nurse I | 389 | 393 |
| 3180 | Public Health Nurse II | 409 | 413 |
| 3195 | Public Health Nurse III | 429 | 433 |
| 1485 | Senior Behavior Health Worker | 338 | 342 |
| 1462 | Senior Behavior Hlth Clinician | 398 | 402 |
| 1466 | Senior Behavioral Health RecCo | 338 | 342 |
| 3770 | Senior Mid-level Practitioner | 503 | 507 |

A 2% cost of living adjustment will become effective on July 1, 2015.

2. The County and the Health Care Unit agree to amend Article 35. Term to read as follows:

Article 36. Term

The term of this Memorandum of Understanding shall be extended for six (6) months commencing at 12:01 a.m. on July 1, 2015, and this Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of December 31, 2015. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. by, the terms and conditions of this extended Memorandum of Understanding it shall be extended one (1) year or until a successor Memorandum of Understanding is adopted, whichever occurs first.

3. All provisions of the Memorandum of Understanding that are unaffected by this Amendment shall remain in full force and effect. Should this Amendment become null and void, all provisions of the Memorandum of Understanding shall remain in full force and effect.

In Witness Whereof, the parties have executed this document as of the date first written below.

Dated: April 21, 2015

COUNTY OF TUOLUMNE

 3/23/15

Ann Fremd
HR/Risk Manager

Date

HEALTH CARE EMPLOYEES ASSOCIATION



Jason Thompson
SEIU Local 521

Date

C.P. 4-9-15
Craig Pedro Date
County Administrator

Paul SLD 3/18/15
Pamela Short Date
Donna Villanueva 3/19/15
Donna Villanueva Date

Approved as to form:

Sarah Carrillo
Sarah Carrillo
County Counsel

Accepted this 01 day of April, 2015

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.

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

AMENDMENT TO THE 2013-2015
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TUOLUMNE COUNTY HEALTH CARE UNIT
AND
THE COUNTY OF TUOLUMNE

The County of Tuolumne (hereinafter "County") and the Tuolumne County Health Care Unit (hereinafter "Health Care Unit") hereby agree to amend the following conditions and terms of the 2013-2015 Memorandum of Understanding between the Tuolumne County Health Care Unit and the County of Tuolumne (hereinafter "Memorandum of Understanding"):

1. The County and the Health Care Unit agree to amend Article 3. Salary Adjustments, Section A to read as follows:

Article 3. Salary Adjustments

Section A. The parties jointly agree that the following base salary ranges and rates shall be applicable on the dates indicated for classifications in this Unit.

| Classification | Range Effective 6/24/12 | Range Effective Upon PERS Contract Amendment |
|---------------------------------|-------------------------|--|
| Behavioral Health Clinician I | 344 | 358 |
| Behavioral Health Clinician II | 364 | 378 |
| Behavioral Health Clinician III | 384 | 398 |
| Behavioral Health Comm Liaison | 206 | 220 |
| Behavioral Health Psychologist | 446 | 460 |
| Behavioral Health Rec Couns I | 284 | 298 |
| Behavioral Health Rec Couns II | 304 | 318 |
| Behavioral Health RN I | 360 | 374 |
| Behavioral Health RN II | 380 | 394 |
| Behavioral Health Worker I | 284 | 298 |
| Behavioral Health Worker II | 304 | 318 |
| Clinic LVN I | 302 | 316 |
| Clinic LVN II | 322 | 336 |

| | | |
|--------------------------------|-----|-----|
| Clinic Registered Nurse | 382 | 396 |
| Inservice Education Coord | 483 | 497 |
| LVN I | 325 | 339 |
| LVN II | 345 | 359 |
| Mid-level Practitioner | 412 | 426 |
| Public Health Nurse I | 375 | 389 |
| Public Health Nurse II | 395 | 409 |
| Public Health Nurse III | 415 | 429 |
| Senior Behavior Health Worker | 324 | 338 |
| Senior Behavioral Health RecCo | 324 | 338 |
| Senior Mid-level Practitioner | 489 | 503 |

Upon the ratification of the PERS contract as described in Article 13, a 7% salary adjustment will become effective at the same time and date at which the new retirement changes take effect.


2. All provisions of the Memorandum of Understanding that are unaffected by this Amendment shall remain in full force and effect. Should this Amendment become null and void, all provisions of the Memorandum of Understanding shall remain in full force and effect.

In Witness Whereof, the parties have executed this document as of the date first written below.

Dated: 9/16/14

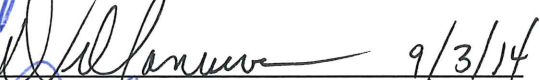
COUNTY OF TUOLUMNE



 Ann Fremd 8/25/14
 HR/Risk Manager Date


 Craig Pedro 9-4-14
 County Administrator Date

HEALTH CARE EMPLOYEES ASSOCIATION


 Jason Thompson 8/29/14
 SEIU Local 521 Date


 Donna Villanueva 9/3/14
 Date


 Pamela Short 9/3/14
 Date

Denise Cognetti 9.3.14
Denise Cognetti Date

Approved as to form:

Accepted this 16 day of September, 2014

Sarah Carrillo
Sarah Carrillo
County Counsel

Evan Royce
Evan Royce, 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

*Memorandum of
Understanding
2013 - 2015*



*Between the
Tuolumne County Health
Care Unit and
County of Tuolumne*

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

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PREAMBLE

It is the purpose of this Agreement to set forth the wages, hours and other terms and conditions of employment for the Health Care Unit (HCU) exclusively represented by SEIU 521.

SEIU Local 521 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 SEIU Local 521. The terms and conditions of this agreement do not apply to any employee, regardless of classification, who is not in permanent full-time or part-time status, e.g. "relief" or "intermittent" employees are not covered by any of the provisions of this agreement.

Article 1. County Management Rights

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

- (a) The right to determine the mission of each of its agencies, departments, institutions, boards and commissions.
- (b) The right of full exclusive control of the management of the County; supervision of all operations, determination of the methods and means of performing any and all work; and composition, assignment, direction, location, and determination of the size and mission of the work force.
- (c) The right to determine the work to be done by the employees, including establishment of levels of service and staffing patterns.
- (d) The right to change or introduce new or improved operations, methods, means or facilities, or, to contract for work to be done.
- (e) The right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards, and promote employees, to establish, revise and enforce work rules; to schedule work time and time off; to transfer, reassign, furlough and lay off employees; to suspend, reduce in step, demote, discharge or otherwise discipline employees for cause; and to otherwise maintain orderly, effective, and efficient operations.

Article 2. Employee Rights

The following are employee rights:

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

- (c) The right of employees to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of an appointing authority, supervisor, other employees, or employee organizations as a result of his/her exercise of rights granted in this Article.
- (d) The right of the Union, prior to implementation, to meet and confer with County management about any significant change in terms or conditions of employment which results in a significant impact on employees, except in emergencies.

Article 3. Salary Adjustments

Section A. The parties jointly agree that the following base salary ranges and rates shall be applicable on the dates indicated for classifications in this Unit.

| Classification | Range Effective 6/24/12 | Range Effective Upon PERS Contract Amendment |
|---------------------------------|--------------------------------|---|
| Behavioral Health Clinician I | 344 | 353 |
| Behavioral Health Clinician II | 364 | 373 |
| Behavioral Health Clinician III | 384 | 393 |
| Behavioral Health Comm Liaison | 206 | 215 |
| Behavioral Health Psychologist | 446 | 455 |
| Behavioral Health Rec Couns I | 284 | 293 |
| Behavioral Health Rec Couns II | 304 | 313 |
| Behavioral Health RN I | 360 | 369 |
| Behavioral Health RN II | 380 | 389 |
| Behavioral Health Worker I | 284 | 293 |
| Behavioral Health Worker II | 304 | 313 |
| Clinic LVN I | 302 | 311 |
| Clinic LVN II | 322 | 331 |
| Clinic Registered Nurse | 382 | 391 |
| Inservice Education Coord | 483 | 492 |
| LVN I | 325 | 334 |
| LVN II | 345 | 354 |
| Mid-level Practitioner | 412 | 421 |
| Public Health Nurse I | 375 | 384 |
| Public Health Nurse II | 395 | 404 |
| Public Health Nurse III | 415 | 424 |
| Senior Behavior Health Worker | 324 | 333 |
| Senior Behavioral Health RecCo | 324 | 333 |
| Senior Mid-level Practitioner | 489 | 498 |

Upon the ratification of the PERS contract as described in Article 14, a 4.5% salary adjustment will become effective at the same time and date at which the new retirement changes take effect.

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

Section C. Retention Incentive.

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

| Years of satisfactory continuous County Service | Salary increase |
|---|--|
| 10 years | 2½% increase |
| 15 years | Additional 2½% increase, totaling 5% |
| 20 years | Additional 2½% increase, totaling 7½% |
| 25 years | Additional 2½% increase, totaling 10% |
| 30 years | Additional 2½% increase, totaling 12½% |

Article 4. Overtime

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

(40) hours shall be accrued. When the employee reaches the forty (40) hour maximum additional overtime worked shall be compensated in cash. If an employee draws down his or her CTO balance, additional hours may be accrued until the forty (40) hour maximum is reached. Compensating time off may be taken at the request of the employee and with the approval of the department head or designee. Compensating time off will be taken in straight time hours. If an employee is promoted within the same department, the employee may choose to either cash out accrued CTO or carry over accrued CTO. If an employee is promoted into a new department, all CTO shall be taken or paid at the employee's then current base hourly rate.

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

Article 5. Pay Differential

- (a) Employees who work during the following shifts shall be paid shift differential at the following rates:
 - P.M. Shift (3.00 p.m. to 11:00 p.m.) - \$2.00 per hour
 - Night Shift (11:00 p.m. to 7:00 a.m.) - \$3.00 per hour
- (b) Notwithstanding the above, employees assigned to non-twenty-four hour departments who also do not work most holidays and weekends are not entitled to shift differential pay. Employees who work a flexible work schedule and have signed the Contract to Work Flexible Work Schedule (Attachment A) are likewise not eligible for the differential pay.
- (c) Employees working in the classification of Behavioral Health Clinician I/III/III who are licensed eligible or licensed as described in the class specifications, shall receive a five percent (5%) pay differential.

Article 6. On-call Pay

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

On-call duty requires that employees so assigned shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) be able to respond to duty within a reasonable period of time. On-call time shall not count as hours worked.

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

Article 7. Call Back

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

Special tours of duty scheduled in advance (15 hours' notice) or when employees are called back within two (2) hours of the beginning of a scheduled tour of duty are not call-back hours for purposes of this Article. An employee need not be assigned standby duty to be entitled to receive call-back compensation.

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

In the event that a supervisor or authorized employee determines that there is no need for additional work, employees responding to the callback will receive one and one half hours pay at straight time. In the event that an employee responds to a callback and then determines for whatever reason, he/she elects not to work, the employee will not receive the callback compensation.

Article 8. Out of Class Pay

Employees directed to continuously work in a vacant higher level permanent position shall receive a salary rate increase to the higher level for the time actually worked in excess of one hundred twenty (120) cumulative hours within a fiscal year. Should the assignment overlap fiscal years, e.g. work continuously through July 1, the out of class pay shall continue. Such increase shall be determined as if the assignment had been a promotion. For purposes of this Article, a vacant position is defined as an authorized permanent position that is unoccupied due to attrition or due to the incumbent being on an extended leave of absence. Requests for higher compensation must be approved by the Human Resources Manager. Such requests may only be approved upon certification by the department head that the assigned employee meets the minimum qualifications and is assigned and held responsible to fully perform the full scope of duties normally associated with the higher level position.

For scheduling purposes, employees directed to work on a shift-by-shift basis shall receive a salary rate increase to the higher level for the time actually worked in excess of one hundred twenty (120) cumulative hours within a fiscal year as described above.

Article 9. Merit Incentive Pay

Employees may earn a two percent (2%) merit incentive increase in base pay upon achievement of "exceeds expectations" on their annual performance evaluation. Such two percent (2%) increase expires on the annual anniversary date of the employee

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

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

Article 10. Educational Reimbursement

The Educational Reimbursement Program shall consist of the reimbursement of fifty percent (50%) of the cost of materials and tuition for job-related courses not offered through the County in-service training program provided the courses are approved by the Department Head prior to registration and proof of passing grades and official receipts are provided to the Department Head after Course completion. In addition, the County shall grant up to 40 work hours off per fiscal year to personnel in full-time permanent positions and up to 20 work hours off per fiscal year to personnel in half-time permanent positions to attend training approved by their supervisor, including self-study courses, after said employee has successfully completed probation in their current position.

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

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

Computer Loan Program

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

Article 11. Health and Welfare

All employees in permanent positions budgeted for forty (40) hours or more per pay period shall be eligible to participate in the health and welfare benefits described in this Article.

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

Effective July 1, 2005, the County will provide all permanent employees with a \$25,000 life insurance policy paid for by the County.

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

Article 12. Cafeteria Plan

Section A: Cafeteria Plan

Employees in permanent positions budgeted to work sixty (60) or more hours or more per pay period, shall 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 shall be eligible for one hundred percent (100%) of the below cafeteria amounts. Employees in permanent positions budgeted for forty (40) to fifty nine (59) hours per pay period shall be eligible for fifty percent (50%) of the below cafeteria amounts. Each such employee may select among the following options and specify what portion of the amount designated below will be applied.

Cafeteria rates shall be as follows:

| | |
|-----------------------------------|------------|
| Single employee | \$1,000 |
| Employee +1 | \$1,072.55 |
| Employee +2 | \$1,427.49 |
| Waived – hired prior to 7/1/09 | \$923.50 |
| Waived – hired on or after 7/1/09 | \$500.00 |

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, shall not receive their cafeteria allowance and shall have their health care premiums deducted from their paycheck.

Section B: Cafeteria Plan Options

The Cafeteria Plan shall include the following options:

1. Health & Welfare Insurance premiums
2. Additional Insurance programs
3. Dependent Care
4. Education Assistance
5. Cash

Only items 1-3 above are eligible for tax sheltered treatment under IRS Section 125.

Section C: Descriptions of Cafeteria Plan Options

1. Health & Welfare. This option provides a monthly allowance toward the combined total premium for the health, dental, vision, and life insurance program provided by the County not to exceed the stated monthly maximum benefit of this Cafeteria Plan. All employees must select this option at least to the level that provides for health, dental, vision and life insurance coverage for the individual employee, provided that:

- (a) Eligible employees may request a waiver of this provision from the Human Resources Office. Such waiver shall only be granted if the eligible employee shows proof of other health insurance coverage through their spouse's employer or another county, state or federal health insurance program. Current employees utilizing another source of health insurance may maintain them until they elect to switch to another approved plan as described above. Once granted, the employee will receive 92.35% of the monthly allowance to apply to any other option under this section.
- (b) Eligible employees may select to participate in specific components of this program (i.e., vision only). In such instances, the employee will receive the monthly allowance minus the cost of the premium paid for that selected component on the percentage basis outlined above. Eligible employees must continue to maintain and show proof of such other health insurance coverage. Upon demand by the County (i.e., upon cancellation of the waiver), for issues related to insurance rates, the employee must again select this option identified above, at least to the level that provides for health, dental, vision and life insurance coverage for the individual employee.

Should an employee who has obtained a waiver of this provision lose such alternative coverage, the employee shall notify the Human Resources Office within five (5) work days and enroll in a County provided program. In order to reenroll in a health plan outside of the open period, the employee must show proof of having lost coverage. Voluntarily dropping an alternative plan due to rate increases or changes in benefits is not acceptable for mid contract enrollment.

- 2. Additional Insurance.** This option provides a monthly allowance toward payment of premiums for additional insurance programs sponsored by the Association or County.
- 3. Dependent Care.** This option provides a per pay period allowance toward payment of incurred child or other dependent care expense. The County agrees to provide this option, in accordance with applicable tax laws (IRS 125), allowing employees to pay child or dependent care expenses to licensed providers that employees designate. For child care expenses, those providers were initially selected through a County-wide survey process. Additional child care providers may be added only upon employee request and subject to licensing approval. The number of child care providers shall not exceed ten (10) and participating

employees must execute a release of liability to the County. Other dependent care situations will be administrated on a case-by-case basis.

4. **Education Assistance.** This option provides a monthly allowance to offset educational expenses not otherwise covered by departmental training funds.
5. **Cash.** That portion of the allowance not utilized for option 1, 2, 3, or 4 above shall be paid to the employee as cash. Such cash shall be subject to all applicable provisions of the tax code.

Section D: Premium Conversion Plan

The County agrees to provide a premium conversion plan which would take advantage of current tax regulations and allow employees to pay their share of medical, dental, and vision premiums on a pre-tax basis. The County reserves the right to cancel said plan if it creates an additional economic obligation on the part of the County, subject to the Union's right to meet and confer on the impact of such a decision.

Section E: Health Care Committee

The County recognizes that health insurance costs have risen drastically in the past years. In an effort to find alternative insurance options, during FY 2013/2014 a Health Care Committee will be established. The County will invite a representative from each bargaining unit to participate in the Committee. As provided in Article 11, selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the County.

Article 13. Retirement Contribution

All Tier One and Tier Two employees shall pay 6.25% of the employer's share of cost.

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

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

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

Retirement shall be based on the highest 36 months of employment

(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.

To affect the changes to the Tier One and Tier Two (classic employees) as set forth above, CalPERS requires a vote of all effected PERS members with a voting outcome of 50% plus 1 of all classic employees. Should the election result be a non-ratification of the PERS contract, both parties agree to reopen this Article.

Article 14. Leave Provisions

Section A: Holidays

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

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

- 2.** For the purpose of recognizing Holiday Pay, departments and divisions that work seven (7) days per week and do not cease services in order to observe most holidays, will be paid on the recognized holiday e.g. Christmas Day, Christmas Eve, Independence Day and New Year's Day.
- 3.** Whenever a permanent employee is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour-for-hour basis, up to a total of eight (8) hours floating holiday time.
- 4.** Employees must be in a full paid status for a full shift the last scheduled workday before and the first scheduled workday after a fixed holiday to receive holiday pay.
- 5.** Any holiday time accrued in excess of forty-eight (48) hours shall be lost. Upon termination or retirement, employees shall be compensated for any unused accrued holiday time at the then current base hourly rate.

Section B: Personal Leave

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

| ANNUAL PERSONAL LEAVE ACCRUAL RATE | YEARS OF SERVICE |
|--|---------------------|
| 200 Hours | 0-3 years |
| 240 Hours | 4-9 years |
| 280 Hours | 10 and above years |

Effective July 1, 2010, for Kings View staff who were hired by the County's Behavioral Health Department on July 1, 2008 shall be granted two (2) additional years credit towards their accrual rates.

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

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

1. All personal leave must be approved by the department head or designated representative.
2. Where appropriate, employees shall request personal leave time at least one work week in advance of taking leave. In cases of sickness or emergencies, in twenty-four (24) hour departments the department head or designee must be notified at least two (2) hours prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence. In other departments, the department head or designee must be notified within one-half (1/2) hour after the start of the employee's scheduled tour of duty of a sickness on the first day of absence.
3. **Sickness or Emergency Leave.** It is the responsibility of the employee to keep the department head or designee informed as to continued absence beyond the first day for reasons due to sickness, occupational disability, or emergency. Failure to make such notification may result in denial of personal leave with pay. The County Administrator may review and determine the justification of any request for sickness or emergency personal leave with pay and may, in the interest of the County, require a medical report by a doctor to support a claim for leave pay. A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness prospectively when requested by the department head. For extended absences of three or more days and employee may be required to provide a doctor's certificate. Evidence substantiating the use of personal leave for willful injury, gross negligence, intemperance, trivial indispositions, instances of misrepresentation, or violation of the rules defined herein will result in denial of personal leave with pay.
4. Employees in 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 one thousand forty hours (1040) of service from the employee's hire date. Employees in permanent positions budgeted less than eighty (80) hours per pay period or job shared positions shall receive personal leave accumulation on a pro-rata basis.

5. No employee shall be permitted to take leave in advance of accrual.
6. The minimum charge against accumulated personal leave shall be fifteen (15) minutes. Personal leave shall be compensated at the employee's base hourly rate of pay.
7. An employee about to retire, or who is to be laid off, may request utilization of their accrual prior to the effective date of any such retirement or lay-off. In lieu of such leave the employee may elect a lump sum payment for accrued personal time. All other employees shall be paid at their base rate of pay for 100% of the hours accrued at time of separation from the County.
8. When an employee is transferred from one County department to another, said transfer shall have no effect upon the employee's leave benefits. However, if the transfer results in an employee being in a bargaining unit that utilizes the traditional sick and vacation leaves rather than personal leave, those rules will apply and the employee's personal leave balance will be allocated to sick and vacation leave based upon an established formula (Attachment B).
9. **Leave Balance Conversion Option.** An employee who separates in good standing from County service and desires to retain his/her group health insurance coverage, shall be entitled to convert his/her personal leave accrual balances to cash in accordance with the formula described in paragraph 7 of this Article, and authorize the County to apply any part of the payoff to the cost of premiums for his/her group health insurance coverage, subject to any coverage restrictions. In the event of the death of an employee, any unused portion of his/her cash payoff shall be paid to his/her designated beneficiary subject to applicable taxes.

Section C: Family and Medical Leave (FMLA)

(1) Family and Medical Leave. Family and medical leave for employees shall be governed by the provisions of the Family and Medical Leave Act (FMLA), 29 USC 2601 et.seq. and the provisions of the California Family Rights Act (CFRA), Government Code Sections 12945.2 and 19702.3, as may be amended from time to time, except where the County's leave plan is superior. Family or medical leave may be granted to an employee for the reason of serious illness, birth or adoption of a child, or caring for a seriously ill family member or for a qualifying exigency arising out of the fact that an employee's spouse, son, daughter, or parent is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation (FMLA only). Additionally, under the FMLA, an employee may have up to twenty-six (26) weeks, over a twelve (12) month period, of unpaid leave to care for a spouse, son, daughter, parent or next of kin service member of the U.S. armed forces who has a serious injury or illness incurred in the line of duty while on active military duty. When there is a conflict between Federal and State law, the provision, which is more advantageous to the employee, shall govern. Where there is a conflict between this section and the FMLA or State law, the FMLA or State law shall govern, except where the County has improved the level of benefits beyond the Federal or State guidelines.

(2) Serious Illness Defined. For purposes of this section, a serious illness is a sickness or a condition that requires the employee to be absent from work on a recurring basis or extended period for either personal treatment/recovery or the care of a spouse, child, or parent so afflicted. The term is not intended to cover short-term conditions or disabilities once found to be permanent.

(3) Eligibility. Employees who have one year (52 weeks) of service and have worked (sick, vacation, CTO, and floating holiday hours are specifically excluded in this calculation) at least 1250 hours in the prior twelve (12) months before beginning of FMLA leave are eligible to take up to twelve (12) weeks of unpaid leave during any twelve (12) month period for family or medical leave as defined in the FMLA. Family members are a spouse, a child and a parent.

(4) California Pregnancy Disability Leave. Employees who require additional time off due to a disability related to your pregnancy or complications associated with the birth of a child may utilize the provisions of the California Pregnancy Disability Law (PDL) in conjunction with FMLA.

(5) Benefits while on Leave. The County will pay the employee's health insurance program premium, for up to twelve (12) weeks within a twelve (12) month period, commencing with the start of the FMLA leave. While on such a leave of absence, the employee shall accrue no employee benefits, no seniority, and no time toward salary step advancement.

The twelve (12) week period is a "rolling forward" period beginning on the employee's first day of absence, through twelve (12) month from that date. The County may recover health insurance premiums for the period the employee was on unpaid status if the employee fails to return to work after FMLA leave, with the exception of those employees or employee's family members who have a continuation, recurrence, or onset of a serious health condition, or for other circumstances beyond the employee's control as defined in the FMLA.

(6) Return to Work. The employee will be returned to the same or an equivalent position upon his/her return to work. If the employee would have been laid-off for lack of work or for budgetary reasons, the employee's right to reinstatement is the same as outlined in Article 14, Layoff Procedure.

(7) Notice. The employee shall give thirty (30) days written notice of such leave if the need for the leave is foreseeable. If the need for the leave is unforeseeable, the employee shall notify the County as soon as possible.

(8) Alternate Work Schedules. The County shall provide the employee the option of an intermittent (non-continuous) or reduced hours leave schedule. In such situations, the County may require the employee to transfer temporarily, at the employee's current pay, to an available position, which better accommodates recurring periods of leave. In cases of medical treatment the employee shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the County's operations.

(9) Certification by Health Care Provider. The County shall require proof from the

employee that leave is necessary, including certification by a health care provider stating the date the condition commenced, the probable duration of the condition, and any appropriate medical facts regarding the condition. Certification must estimate the expected schedule and duration of the leave. The County may, at the County's expense, require a second opinion from a health care provider of its own choosing. In cases of conflicting findings, a third opinion from a provider of joint designation may be required. That opinion will be final and binding.

(10) Concurrent Use of Accrued Leave. Family and Medical Leave shall run concurrently with sick leave, vacation, workers' compensation, short and long term disability and/or earned personal leave. The employee will be given written notice of the commencement of Family and Medical Leave. Paid leave taken under FMLA shall count towards seniority and salary step advancement.

Section D: Leaves of Absence Without Pay

1. Leaves of Absence Without Pay. A leave of absence without pay may be granted for a period of not more than twenty-six (26) consecutive pay periods to a permanent employee for the reason of:

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

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

2. Administration of Leave of Absence Without Pay.

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

(b) Return Rights. Leaves of absence without pay may be granted to a permanent employee either with or without the right to return to classification. At the expiration of leaves without right to return, the employee may contact the Human Resources Manager to have his/her name referred for a ninety (90) calendar day period to all job vacancies in the employee's classification for reemployment without examination. If approved, such an employee must be hired within this ninety (90) day period or be terminated. An employee returning to the County after such leave, with or without the right to return, shall retain the seniority that employee had prior to the leave, but will not accrue additional seniority during the period of the leave, and is not guaranteed to return to the same position he/she occupied prior to the leave. Leaves of absence without the right to return may be granted to probationary employees.

(c) Benefits. When an employee is on such a leave of absence without pay or without right to return to classification, the employee shall accrue no employee benefits, no seniority, no time toward salary step advancement, and shall pay the full premium of his/her health and welfare program prorated on a daily basis, if coverage is continued by the employee. If health and welfare is dropped during a

leave of absence, the employee may be subject to restrictions imposed by the insurance carrier upon return.

Section E: Military Leave

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

Section F: Jury Duty Leave

(a) Any employee who is summoned for attendance to any court for jury duty or served with a subpoena to appear as a witness in a civil case in which the County is a party shall be deemed to be on duty and there shall be no loss of salary.

(b) **Return to Work.** Any employee who is summoned for attendance to any court for jury duty or served with a subpoena to appear as a witness in a civil case in which the County is a party shall be allowed one-half (1/2) hour prior to the beginning of that day's jury duty and one-half (1/2) hour after being released from that day's jury duty for travel to and from the work site. Request for exceptions may be made to the employee's immediate supervisor. Any work time unaccounted for may be allocated to an employee's earned leave provided, however, that the employee secures the prior written approval of their immediate supervisor. In no case will Jury Duty Leave exceed an employee's regular shift. Request for exceptions may be made to the Human Resources Office.

Section G: Compulsory Leave

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

If the examination report finds the employee to be in an unfit condition to perform the duties required of the position, the department head shall have the right to compel the employee to take sufficient leave of absence utilizing any accrued leave balances. If the examination report finds the employee to be fit for duty, the employee shall return to work without loss of pay or benefits. When the County's medical authority and that of the employee are in conflict, the County and the employee will mutually select a third

medical authority to make a final recommendation. During the course of the examinations, the employee will remain off work, utilizing appropriate available leaves.

A temporarily disabled employee may be offered modified duty in his/her department or another. Modified duty shall be predicated upon the following:

1. There is meaningful work to be performed;
2. The work can be performed in an efficient and effective manner; and
3. The work can be performed within the restrictions placed upon the employee.

Section H: Administrative Leave

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

Section I: Bereavement Leave

Employees in permanent positions shall be entitled to twenty four (24) hours leave which may be used per occurrence for bereavement due to the death of persons in the immediate family. For this unit only, the definition of immediate family shall include those listed in the currently adopted Personnel Rules and registered domestic partners. Registered domestic partners are defined as couples who have a common residence, are not married, are not related by blood, are over eighteen (18) years of age and have registered with the Human Resources Office. In addition, they cannot have been a part of another such relationship for six (6) months prior to registering with the Human Resources Office.

Per the Personnel Rules, immediate family includes a spouse, registered domestic partners, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, grand- parent, grand-parent 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 J: Voluntary Time Bank

Employees in permanent positions, including probationary employees, shall be eligible to participate in the Voluntary Time Bank program. To be eligible, an employee must have obtained permanent status with the County of Tuolumne and have a verifiable long-term illness or injury, or have a member of the employee's immediate family with a long term illness or injury which results in the employee being requested to take time off from work to care for that family member, and must have exhausted all accrued leave and CTO, or soon will have exhausted all such leave, resulting in the employee being in a no-pay status.

When a Department Head has determined that an employee would benefit from involvement in the County of Tuolumne Voluntary Time Bank, the Department Head will notify the Personnel Office of that employee's name and status. The Department Head

will be responsible for notifying County employees of the need for donations. The Department Head will take necessary actions to help ensure that individual employee decisions to donate or not donate to the Time Bank are kept confidential and that employees are not pressured to participate. **ALL DONATIONS SHALL REMAIN CONFIDENTIAL.**

The maximum time that may be donated into the Time Bank in an employee's name is 1040 hours.

An employee may donate personal leave only in increments of four (4) hours to the Time Bank in the name of a specific employee. An employee may donate personal leave only if their own total accrued leave balance is in excess of 168 hours. Donated hours shall be credited to the affected employee as personal leave unless it is donated to an employee outside the Health Care Unit in which case it will be donated as sick leave. Donated hours are used on a first-come/first-served basis meaning as donation forms are submitted, they are put in date order and the hours are used as required. If the employee returns prior to exhausting donated hours, unused hours will not be deducted from the donating employee's accruals.

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

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

Article 15. Rest Periods/M meal Periods

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

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

Each employee working six or more continuous hours in a day shall be assigned a one half hour or a one hour unpaid meal period within an approximately two hour period of

the midpoint of their work day. Whether or not the meal period is one hour or one half hour, is entirely at the option of the department head.

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

Article 16. Expense Reimbursement

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

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

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

Article 17. Access to Personnel Records

Personnel records are confidential and access to personnel records of an employee shall be limited to the County Administrator or designated representative, County Counsel, Human Resources/Risk Management staff, Department Heads, or supervisors in the employee's chain of command. An employee and/or the employee's representative, designated by the employee in writing, will be allowed to review and/or receive a copy after payment of the required fee of the employee's personnel records during regular business hours. Persons who do not schedule appointments for reviewing and/or receiving copies of personnel records may be subject to a delay. Letters of reference, initial and subsequent County application form(s), and other matters exempted by law shall be excluded from the right to copy or, where applicable, to inspection by the employee.

Employees shall receive a copy of any document placed in his/her personnel file, which is related to performance, placed in the employee's personnel records. Counseling memos, letters of discussion or written reprimands may be expunged by the Human Resources manager with department head concurrence/recommendation upon evidence of sustained corrective performance or behavior. No documents regarding sexual harassment, discrimination or violence in the workplace will be expunged,

regardless of sustained corrective behavior. Within seven (7) business days, an employee may appeal the denial by the Human Resources Manager to the County Administrator. This is the sole avenue of appeal under this section. The grievance procedure does not apply.

Article 18. Probationary Periods

The probationary period for permanent positions in this Unit shall be thirteen (13) 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. Said employee shall be given ten (10) work days' notice of such action. The probationary period may be extended an additional seven (7) pay periods at the request of the department head and with the approval of the Human Resources Manager; provided the extension is approved prior to the completion of the original probationary period.

Article 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 the lower classification. If no vacancy exists in the lower classification, the provisions of the Layoff Article shall apply.

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

Article 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 Advancements

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

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

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

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

Except as otherwise provided, advancement to the "B" and all subsequent step(s) shall be contingent upon the completion of two thousand eighty (2,080) regularly scheduled hours of satisfactory service, in permanent status, at the lower step. All time actually worked by employees in permanent part-time positions shall be counted towards the completion of the 2080 hours requirement.

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

An employee who has consistently maintained a level of performance well above the standard of expectations and whose overall performance evaluation rating exceeds expectations may be eligible for an accelerated step increase (meaning a two-step increase instead of the traditional one-step increase). Said accelerated step increase shall be at the sole discretion of the department head and with the approval of the County Administrator. An employee shall not receive a two step increase if he/she is going to be promoted immediately after the proposed step increase.

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

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

When an employee is reduced to a position in a lower classification by demotion for disciplinary reasons, such employee's salary shall be as provided in the Order of Disciplinary Action. When an employee in good standing is reduced to a position in a lower classification by demotion for non-disciplinary reasons, such employee shall receive the highest salary in the new salary range that does not exceed such employee's current rate of pay immediately prior to reduction and shall be given credit

for time served towards the next merit step increase, provided that no employee shall receive more than the "E" Step of the new range.

Article 22. Relief Employees

Relief employees shall be compensated on an hourly basis only for hours actually worked. Relief employees' salary at time of appointment and step advancements shall be limited to a maximum of the "E" step of the appropriate base salary range of the comparable permanent classification and based upon completed pay periods (equivalent to 2080 hours per year) and satisfactory work performance; provided, however, that permanent employees appointed to a relief position of the same classification shall be compensated at the same step in the relief position as they are in their permanent position. Exceptions may be made subject to the approval of the County Administrator. All time actually worked shall be counted towards the completion of the 2080 hours requirement.

Article 23. Standard Tour of Duty

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

The department head shall establish the actual number of hours which comprises the standard tour of duty for each position. The department head may modify or change the number of hours in a standard tour of duty for each position to meet the needs of the service. When a department head finds it necessary to make such modifications or changes, the department head shall notify the affected employee(s) and the Union indicating the proposed change prior to its implementation and when the Union requests to meet and confer, the parties shall expeditiously meet and confer regarding the impact the modification or change would have on employees. The above shall not apply when a short term "special tour of duty" is established as described in Article 7 Call Back.

Article 24. Dual Appointments

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

Article 25. Job Sharing

The County will make reasonable accommodation for an employee in a permanent position who desires to share his/her job with another qualified employee or eligible person. Jobs may be shared on an hourly or daily basis provided that the combined total scheduled hours does not exceed more than 80 hours per pay period. An employee who works less than 40 hours per pay period shall not be eligible to receive any benefits for which the County pays an insurance premium or membership in the

retirement system. Should both employees be scheduled for forty (40) hours each pay period, both employees shall receive 50% of the current cafeteria plan benefit towards their insurance; provided, however, that one (1) employee may elect to waive coverage under the insurance program. Should one job sharing employee waive the cafeteria benefit, the other employee shall receive 100% of the current cafeteria benefit, towards their insurance premiums. All other benefits for job sharing employees shall be as provided in the appropriate Article on a pro-rated basis based upon a total 80 hour pay period.

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

Article 26. Furloughs

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

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

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

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

In-lieu of being placed on furlough in a no pay status for the second and fourth day in a fiscal year, a permanent employee may elect to be placed on personal leave. Permanent and probationary employees placed on a no pay status in the Employee Furlough Program shall continue to accrue and maintain all employee benefits including the Cafeteria Allowance. Participation in the Employee Furlough Program shall not affect a permanent or probationary employee's anniversary date.

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

Article 27. Layoff Procedure

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

2. **Procedure:** Layoffs shall be by classification within a division. The Board of Supervisors has the sole authority to determine the number and classification of positions to be laid off within each division. Prior to any action by the Board of Supervisors the Association and the employees potentially affected shall be notified in writing. Prior to any reduction in the work force of permanent employees, all probationary employees within the affected classification and division shall be separated. Layoffs will be accomplished by seniority (see article 31) among permanent employees in accordance with the following procedure:
 - (a) The order of layoffs shall be as follows:
 1. Relief employees within the effected division, exceptions may be made per paragraph 3.
 2. Permanent part-time and full-time employees (full-time employees are defined as working at least 64 hours per pay period.)

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

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

 - (d) Any employee replaced by bumping shall have the same rights as set forth above.

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

 - (f) Permanent part-time employees may be required to become full-time in the event of layoff. If they do not wish to become full-time, they will be subject to the layoff procedure.

3. **Exception to Order of Layoff:**

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

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

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

4. Reemployment Rights:

- (a) A reemployment list by classification shall be established in the inverse order of seniority. Persons on this list will be afforded first opportunity for appointment to any future employment in said class.
- (b) Such right to reemployment shall be for a period of one year. Said employee, if recalled within that period, will resume employment on the same basis as returning from an unpaid leave of absence. A person declining offered appointment will be stricken from the reemployment list after two (2) refusals.
- (b) After one year, laid off employees will continue to be encouraged to apply for positions within the County service. Such persons will receive full consideration of such application in light of former service. Nothing in this section assigns any further rights to such persons.

Article 28. Seniority

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

2. Placement on the seniority list qualifies an employee within his/her department for personal days off preference.
3. For employees assigned to the Crisis Unit in Behavioral Health, the County will endeavor to assign by shift using seniority. However, the training period for new employees shall be assigned to the day shift. The training period shall not exceed six (6) weeks. During this time experienced employees shall be assigned to the swing or grave shifts. Shift assignment shall be done 1) on a voluntary basis and 2) if no volunteer, the employee with the least amount of seniority shall be assigned to the alternate shift.
4. Seniority shall be a factor in assignments where a vacancy exists. No employee may displace another employee from their shift, job or workstation, except in compliance with Article 30, Layoff, of this Memorandum of Understanding.

Article 29. Union Stewards

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

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

Article 30. Grievance Procedure

1. **Purpose:** It is the purpose of this procedure to provide a simplified and definite method for Unit employees to resolve grievances they may have in their employment relationships with the County of Tuolumne. The overall policy of this procedure is to provide for the resolution of grievances at the lowest level within the employment hierarchy of the County as is possible without unnecessarily disrupting county functions or services. This procedure shall be liberally construed to effectuate its purpose and shall be viewed by all as a means to enhance the function of the County in providing services to the general public. The use of this procedure in resolving grievances shall not be held against any employee in any manner since the adoption of this procedure gives each employee the right to use it.
2. **Definition of Grievance:** A grievance is a disagreement between County management and an employee, group of employees, or the Union concerning the interpretation, application, or violation of a specific article(s) of this Memorandum of Understanding or established written rules or regulations governing personnel practices. This grievance procedure shall not apply to disciplinary action. All such appeals shall be governed by Article 31 of this MOU.
3. **Time Limitations and Notification:** Time limits are established to settle a grievance quickly. Time limits may be modified only by agreement of the parties.

If at any step of this Grievance Procedure, the grievant is dissatisfied with the decision rendered or a decision has not been filed in a timely manner, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved.

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

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

4. **Jurisdiction:** The Human Resources Manager shall have the sole authority within the County structure to provide the official management interpretation or application to any and all provisions of this Agreement. The Human Resources Manager, or designee, may represent the department during any step of this procedure. Unit employees may use this procedure, regardless of membership in any employee organization. The decision to use this procedure and any step thereof is solely that of the employee. In using this procedure, however, any employee may choose to be represented by another, including the representative of an employee organization.
5. **Use of County Time:** Reasonable County time, subject to the discretion of the department head, may be used in the preparation of a written or oral grievance. County time may be used for the procedure set forth below.
6. **Steps in the Grievance Procedure:** No complaint shall be considered a grievance unless it is presented within twenty (20) calendar days after the employee is aware or should have been aware of the conditions precipitating the grievance. However, under no circumstances will a grievance be processed if the events in the grievance are based on events ninety (90) calendar days or more old as of the written submission.

(a) First Step: Any employee or group of employees having a grievance shall first discuss the grievance on a personal face-to-face basis with the first line supervisor or the lowest level of supervisor capable of remedying the grievance. This step shall not require a written grievance. Within ten (10) calendar 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 ten (10) calendar days after receipt of the decision submit the grievance to the next step.

(b) Second Step: If a mutually acceptable solution has not been reached in Step 1, the grievant shall submit the grievance in writing on appropriate forms 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. The Human Resources Manager shall make a determination of whether the grievance is a matter for which this Grievance Procedure is appropriate. Any affected party may appeal this determination directly to a hearing officer or arbitrator provided in Step 5.

(c) Third Step: If the grievance is accepted by the Human Resources Manager, the grievant shall submit the written grievance to the next level of supervision above the supervisor in step one. Within ten (10) calendar days the individual so designated shall meet with the grievant and within ten (10) calendar days there-after render a written decision. If the grievant is not satisfied with the decision, the grievant may not later than ten (10) calendar days after receipt of the decision submit the grievance to the next step.

(d) Fourth Step: If a mutually acceptable solution has not been reached, the grievant shall submit the written grievance to the department head. The Department Head, or designee, shall personally meet with the grievant as soon as is practicable, but not later than fourteen (14) calendar days from the presentation of the written grievance, to discuss the grievance and shall render a written decision to the grievant within fourteen (14) calendar days of such meeting. The Department Head and the appellant may call any witnesses at such meeting in order to reach a decision; any meeting may be continued by the Department Head if necessary; however, the meeting will not be a formal hearing. If the grievant is not satisfied with the written decision, the grievant may not later than ten (10) calendar days after receipt of the decision submit the grievance to the next step.

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

An arbitrator from the State of California Department of Industrial Relations shall be chosen from a list of five arbitrators supplied by said Association following an alternate striking process. The parties agree to request a list from said department that is comprised of arbitrators in Northern California (defined as north of Fresno). The first strike shall be chosen by lot. The cost of arbitration shall be shared equally by both parties.

A hearing panel shall be comprised of one (1) representative of the County Administrator, one (1) representative from the Union, and one neutral member (who may be a mediator) selected by the other two members. The cost of the hearing panel shall be shared equally by both parties.

The hearing shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the hearing panel or arbitrator shall be final and binding on all parties. The selection of the hearing panel or arbitrator excludes the other as an additional avenue of appeal.

Article 31. Disciplinary Action

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

Section (2) Cause(s) of Action: An employee with permanent status with the County may be disciplined only for cause. Except in cases of serious violation, progressive discipline shall be applied as outlined in the Supervisor's Guideline to Performance Management and Employee Discipline. The County agrees to review and revise as necessary the County Supervisor's Guideline to Performance Management and Employee Discipline specifically to address the application and procedural process during a disciplinary investigation of an employee relative to the Weingarten rights.

Possible causes for discipline include, but are not limited to, the following:

- (a) Omission or willful misrepresentation of a material fact or other fraud in securing employment including, but not limited to, the following:
 - 1. Falsification of application for work.
 - 2. False information regarding driver's license.
 - 3. False information regarding professional licenses, credentials, or certificates.
- (b) Falsification of an official statement or document;
- (c) Failure to meet work performance standards and requirements;
- (d) Willful or negligent disobedience of any job-related law, ordinance, County rule, or departmental regulation or any superior's lawful order.
- (e) Incompetence;
- (f) Inefficiency;
- (g) Inexcusable neglect of duties;
- (h) Insubordination;
- (i) Dishonesty;
- (j) Improper use of drugs or alcohol including, but not limited to, the following:
 - 1. In possession of, under the influence of, alcohol beverages, while at work or in County work areas;
 - 2. In possession, in use, under the influence of, or trafficking in habit forming drugs and/or narcotics while at work or on County property. The term "drugs" means controlled substances as defined in Division 10 (commencing with Section 11000) of the California Health and Safety Code; except for medical treatment as prescribed and does not impair the employees ability to perform the job functions;
- (k) Unexcused absence from duty, including, but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slow downs;
- (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 of this subsection;
- (m) Discourteous treatment of the public or other employees, including but not limited to harassment of any individual based on their race, color, ancestry, religious creed, national origin, disability, medical condition, sex, age, marital status, or any other category so prescribed by law;
- (n) Willful disobedience;

- (o) Misuse of County property or damage to County property resulting from misuse or negligence;
- (p) Inconsistent, incompatible or conflicting employment activity or enterprise;
- (q) Violation of a department rule;
- (r) 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;
- (s) Failure to meet the requirements of the Department of Transportation Drug Testing Regulations for covered employees; and
- (t) Sexual Harassment.
- (u) Commission of any type of violence in the workplace, regardless against whom it is directed. Violence related to the work place, that is committed off site and off working hours is also subject to severe discipline.
- (v) Abusive absenteeism.

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

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 Department Head intending to impose the discipline.

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

- (a) A permanent employee given notice of intended disciplinary action may, within ten (10) calendar days after service of the notice, respond to the Department Head either orally or in writing. The employee shall not be entitled to a formal hearing with examination of witnesses, but he may present statements by himself, written statements of any witnesses and other documentary material. He may be represented by another in presenting his response. The Department Head 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 substantively amends the intended charges or punishment, he shall give another notice as provided in Section 4 herein.

Section (6) Order of Disciplinary Action: After completing the requirement of Section 5, the Department Head 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 considering a minor suspension shall comply with Section 4 and, if requested, Section 5. After receiving the Order of Disciplinary Action provided in Section 6, the employee may, within ten (10) calendar days after service of an order imposing a minor suspension, appeal in writing to the County Administrator who shall thereafter conduct such meetings and informal discussions as deemed appropriate. The County Administrator shall make a written decision within fourteen (14) calendar days affirming, modifying or revoking the order which shall be transmitted to the employee and the Department Head and shall place a copy in the employee's personnel file. The decision of the County Administrator shall be final and binding.

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

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

Section (9) Appeal of Order of Disciplinary Action Maximum: The employee acted against may, within ten (10) calendar days after service of the Order, appeal the action of the Department Head. 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.

Employees covered under State "Merit System" rules must file appeals pursuant to the California Code of Regulations, Title 2, Section 17550. If the employee wishes to use the County and Association's appeals procedures, the employee must waive his/her Merit System appeal rights and have that waiver approved by the State Personnel Board. If the employee waives the Merit Systems appeal process the County shall

petition the State Personnel Board for an exception from the Merit System appeal process. An employee may not pursue both the County and Merit System appeal procedures. Due to the time required to petition the State Personnel Board and receive a response, all timelines in the appeal process shall be waived until a response has been received from the State Personnel Board.

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 30 of this Agreement. In either instance, the decision of the hearing official shall be considered final and binding.

The hearing shall be held in open session unless the employee notifies the Human Resources Office in writing that he or she desires to have the hearing in closed session. The employee shall have the right to be represented by counsel and to present evidentiary facts. The hearing official may at any time exclude any person who may be a witness in the case under consideration, with the exception of the employee and the departmental representative.

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

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

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

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

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

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

Section (17) Disciplinary Action - Use of Competent Recorder: The hearing official may direct the Human Resources Office to arrange for a competent reporter to record the proceedings at the hearing if, in the opinion of the hearing official, such a record is necessary. The Union or the employee may purchase all or part of the record provided the request therefore is made within ninety (90) calendar days of the date of service of the final decision on the employee. A request for the record shall be accompanied by payment of the estimated cost thereof as determined by the Human Resources Manager and the person making the request shall be obligated to pay the full cost prior to delivery of the transcript.

Article 32. Maintenance of Membership

All employees covered by this Agreement are eligible to become members of SEIU Local 521 and pay dues for the duration of this MOU per the unified dues structure.

To drop membership, members shall notify the Union Office(s) in the last month prior to the expiration of the MOU in writing. The Union shall defend and hold harmless the County, its elected and appointed officials, officers and employees, from any actions required by the provisions of this Article. Any relief for violation of this Article shall be the responsibility of the Union to pursue.

Article 33. New Employee Orientation

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

Article 34. Provisions of Law

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

Article 35. Full Understanding, Modification and Waiver

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

Article 36. Term

The term of this Memorandum of Understanding shall commence at 12:01 a.m. on July 1, 2013 and this Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of July 30, 2015. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. of July 1, 2015, the terms and conditions of this Memorandum of Understanding shall be extended one (1) year or until a successor Memorandum of Understanding is adopted, whichever occurs sooner.

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

Article 37. Renegotiation

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during March 2015, any written request to commence negotiations, as well as its written proposals for such successor Memorandum of Understanding. Upon receipt of such written proposals, negotiations shall begin no later than thirty (30) calendar days after such receipt.

Article 38. Work Disruptions

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

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

Article 39. 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:

COUNTY OF TUOLUMNE

**HEALTH CARE EMPLOYEES
ASSOCIATION**

Ann Fremd, HR Manager

Jason Thompson, SEIU Local 521

Accepted this:

Gail Call

Randall Hanvelt,
Chair, Board of Supervisors

Donna Villanueva

APPROVED AS TO LEGAL FORM:

Pamela Short

Sarah Carrillo, County Counsel

Denise Cognetti

ATTACHMENT A

CONTRACT TO WORK FLEXIBLE WORK SCHEDULE

- WHEREAS,** it is well recognized that employee productivity, and morale improve when work schedules can be adjusted to suit the individual;
- WHEREAS,** the County and the Department must adhere to state, county, and Memorandum of Understanding requirements;
- WHEREAS,** the County must ensure its commitment to public service is met; and
- WHEREAS,** the County is desirous to provide a work environment reflective of the individual employees needs as well as the County and Department's needs.

NOW, THEREFORE the County and the EMPLOYEE agree as follows:

1. _____ (hereinafter "EMPLOYEE") may vary his/her working schedule by starting and stopping at different times during the workweek. Starting shall be no earlier than _____ hours prior to the regular business hours of the Department. Stopping shall be no more than _____ hours following regular business hours of the Department. OR (herein after "EMPLOYEE") may work a "9-80" schedule with the approval of their department head. A 9-80 schedule will consist only of eight (8) nine (9) hour days and one eight (8) hour day over a two week pay period. Within a 9-80 schedule an employee will not earn overtime pay unless they exceed 80 hours in a pay period.
2. The Department head and the EMPLOYEE shall agree to the flexible hours to be worked by the EMPLOYEE.
3. EMPLOYEE must attend all scheduled staff meetings, training sessions, and other mandatory functions regardless of EMPLOYEE's flexible schedule. Therefore, EMPLOYEE may be required to alter his/her schedule in order to attend.
4. Flexible work schedules shall ensure that adequate coverage is maintained to meet service needs and that schedule changes will not adversely affect the delivery of services.
5. EMPLOYEE is entitled to rest periods and lunch breaks as provided in the appropriate memorandum of understanding. Breaks may not be skipped to shorten the workday or be carried over to another day.
6. A Time Log shall be kept by EMPLOYEE and submitted with official time records if required by the Department.
7. A flexible work schedule is an employee privilege. Unsatisfactory performance and or abuse of the privilege shall result in the loss of the flexible work schedule by EMPLOYEE.
8. EMPLOYEE acknowledges that the Department may in certain circumstances require EMPLOYEE to flex his/her time in order to meet Department needs. The County will endeavor to keep such disruptions of EMPLOYEE's work schedule to a minimum.
9. Either the County or EMPLOYEE may terminate this Contract by providing one (1) complete pay period written notice to the other.
10. Nothing in this Contract shall supersede any provisions in any Memorandum of Understanding.

IN WITNESS WHEREOF, the Employee and the County have entered into this Contract on the _____ day of _____, _____ in Sonora, California, County of Tuolumne.
EMPLOYEE _____ COUNTY _____

Name: _____ By: _____
Signature: _____ Department Head

*Amendment to the 2013- 2015
Memorandum of Understanding
Between Tuolumne County Health Care Unit
and County of Tuolumne*

WHEREAS, the County of Tuolumne and the Tuolumne County Health Care Unit (“Parties”) were in agreement on the provisions of the 2013-2015 Health Care Memorandum of Understanding;

WHEREAS, the Tuolumne County Board of Supervisors approved the 2013-2015 Health Care Memorandum of Understanding on November 12, 2013;

WHEREAS, the parties wish to correct a typographical error on the expiration date in Article 36 Term of the 2013-2015 Health Care Memorandum of Understanding;

WHEREAS, Article 36 should be amended to read as: “The term of this Memorandum of Understanding shall commence at 12:01 a.m. on July 1, 2013 and this Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of June 30, 2015”;

NOW THEREFORE BE IT RESOLVED, the Tuolumne County Board of Supervisors approves the amendment to the 2013-2015 Health Care Memorandum of Understanding, Article 36.

Dated:

COUNTY OF TUOLUMNE



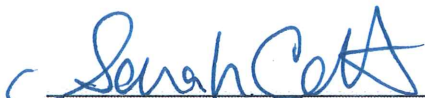
Ann Fremd, HR Manager

Accepted this:



Evan Royce,
Chair, Board of Supervisors

APPROVED AS TO LEGAL FORM:

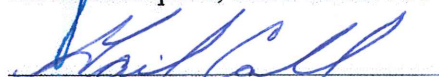


Sarah Carrillo, County Counsel

**HEALTH CARE EMPLOYEES
ASSOCIATION**



Jason Thompson, SEIU Local 521



Gail Call



Donna Villanueva



Pamela Short



Denise Cognetti

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

ALICIA L. JAMAR
Clark of the Board

By: 