

**Memorandum of Understanding
Between the
County of Amador
and the
Amador County Deputy District
Attorneys Association**



**FOR THE PERIOD OF
OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2026**

**AMADOR COUNTY
DEPUTY DISTRICT ATTORNEYS' ASSOCIATION**

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ARTICLE 1. MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the Memorandum of Understanding, entered into by and between the COUNTY OF AMADOR, hereinafter referred to as the County, and the AMADOR COUNTY DEPUTY DISTRICT ATTORNEYS ASSOCIATION, herein after referred to as the ACDDAA, has as its purpose the establishment of an equitable and peaceful procedure of the resolution of differences and the establishment of rates and pay, hours of work, and other conditions of employment of the ACDDAA by the County.

This Memorandum of Understanding was reached pursuant to, and in accordance with, the provisions of California Government Code §3500-3510.

The following appendices, attached hereto, are incorporated herein by reference as a part of this Memorandum of Understanding:

- Appendix A: Definitions
- Appendix B: Classification and Wages

Except as otherwise provided herein, this Memorandum of Understanding shall be binding upon the County and the ACDDAA, or its successors, for the period of October 1, 2023 through September 30, 2026 and upon adoption by the Board of Supervisors; but for any period subsequent to September 30, 2026, all matters within the scope of representation, as defined by California Government Code §3504, or its successors, shall be subject to renegotiation by the County and the ACDDAA in accordance with the provisions of this Memorandum of Understanding, and of California Government Code §3500-3510, or its successors.

All rights, privileges, powers, and authority stipulated by state and/or federal law shall be adhered to by the County and the ACDDAA until such time as those rights, privileges, powers, and authority are changed by state and/or federal law.

ARTICLE 2. EFFECT OF MEMORANDUM OF UNDERSTANDING

The provisions of this Memorandum of Understanding shall prevail over County policies, practices, procedures, and resolutions to the extent inconsistent herewith and over state law to the extent permitted by state law.

Except as provided in Articles 5 and 6 below, the County shall have the right to adopt, eliminate, or revise any County policies, practices, procedures, or resolutions, so long as they are not inconsistent with the specific terms of this Memorandum of Understanding, provided it does not involve a matter which is subject to required negotiations under the Meyers-Milias-Brown Act.

ARTICLE 3. WAIVER OR BREACH OF MEMORANDUM OF UNDERSTANDING

Waiver or breach of any provision of this Memorandum of Understanding shall not constitute any future waiver or breach of this Memorandum of Understanding.

ARTICLE 4. EMBODIMENT

This Memorandum of Understanding sets forth the full and complete Memorandum of Understanding between the County and the ACDDAA on all subjects contained herein and shall supersede all prior formal or informal agreements, memoranda of understanding, policies, practices, procedures, or resolutions thereon.

There are no valid or binding representations, inducements, promises, or agreements, oral, or otherwise, between the County and the ACDDAA, except those embodied herein.

ARTICLE 5. SEVERABILITY

If, during the term of this Memorandum of Understanding, there exists any applicable law, rule, regulation, or order issued by governmental authority other than the County which shall render invalid, or restrain compliance with, or enforcement of, any provision of this Memorandum of Understanding, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a provision of this Memorandum of Understanding shall not invalidate any remaining provisions, which shall continue in full force and effect.

In the event of such severance of a provision of this Memorandum of Understanding, the County and the ACDDAA shall, within twenty (20) business days of a request by either party, given to the other party, recommence meeting and negotiating upon a replacement, if any, for such severed provision.

ARTICLE 6. WAIVER OF NEGOTIATIONS

Except as otherwise provided by Articles 2, 5, 41 and 42 of this Memorandum of Understanding, the County and the ACDDAA, or its successors, expressly waive and relinquishes the right, during the term of this Memorandum of Understanding, to meet and negotiate further with respect to any subject within the scope of representation, as defined by California Government Code §3504, or its successors, if such subject is covered by this Memorandum of Understanding, and whether or not any such subject was negotiated, or was within the contemplation or knowledge, of either the County or the ACDDAA during negotiations leading to this Memorandum of Understanding; provided, however, that such waiver of negotiations shall not be construed to apply to any classes which are not listed in Appendix B, and which may be added to this employee representation unit, or its successor. No provision of this, or any other Article, shall preclude negotiations on any subject during the term of the Memorandum of Understanding if the County and the ACDDAA mutually agree to negotiate any provision hereof.

If the County proposes to change anything which is subject to meeting and conferring under the law during the term of this Memorandum of Understanding, the County shall give written notice thereof to the ACDDAA and shall negotiate on that specific issue, if requested to do so.

ARTICLE 7. NONDISCRIMINATION

The provisions of this Memorandum of Understanding shall be applied, subject to state and/or federal law, without discrimination because of mental, physical or sensory handicap, age, sex, sexual orientation, marital status, race, color, national origin, creed, religion, political affiliation, ACDDAA activity, or membership or non-membership in any employee organization.

The County and the ACDDAA shall share jointly in the responsibility for application of Article 7.

Harassment:

Harassment may be summarized as follows: Harassment consists of any unwelcome verbal or physical conduct of a sexual nature directed toward an employee or member of the public doing business with the County, or an employee's participation in creating a hostile work environment. It is described in full in the Amador County Policies & Procedures Manual which is available in each County department. This policy will be made available to all employees when employment starts. The County policy will also be made available when changes occur in state or federal law. Harassment is cause for disciplinary action. Courtesy, consideration for others, and acknowledgment that the workplace is for working are the collective basis for avoiding harassment.

ARTICLE 8. RECOGNITION

The County hereby reaffirms its exclusive recognition of the ACDDAA, as established by Resolution 02-485.

The ACDDAA, in turn, recognize the persons designated by the Board of Supervisors to represent the County in the negotiation of this Memorandum of Understanding and agrees that all negotiations leading to the ratification and implementation of this Memorandum of Understanding, along with all amendments and successors thereto, shall be conducted exclusively with the persons so designated.

All newly created positions assigned to the ACDDAA, represented by the ACDDAA, shall be assigned to such representation unit in accordance with the provisions of Section 17(g) of Resolution 5369, or its successors.

ARTICLE 9. COUNTY RIGHTS

Except to the extent expressly abridged by a provision of this Memorandum of Understanding, the County retains to itself solely, exclusively, and without limitation, all rights, privileges, powers, and authority conferred upon the County by law. Such rights, privileges, powers, and authority shall

include, but shall in no way be limited to, the following:

- A. The right to manage the County generally and to determine all issues of policy.
- B. The right to determine the extent, necessity, and organization of all County services, operations, and functions.
- C. The right to expand, reduce or discontinue any County service, operation, or function.
- D. The right to determine and/or change the nature, manner, and means of all County services, operations, and functions, including, but in no way limited to, the financing, facilities, locations, equipment, and technology of such services, operations, and functions.
- E. The right to determine and/or change the financing, facilities, locations, equipment, methods, means, technology, organizational structures, and numbers and composition of the County's work force.
- F. The right to determine, change, allocate, assign, issue, schedule, and withdraw all equipment by which County services, operations, and functions are to be conducted.
- G. The right to allocate, assign, establish, and schedule all work by which County services, operations, and functions are to be conducted as long as work assignments are related to the affected employee's classification descriptions.
- H. The right to utilize volunteers.
- I. The right of participation in mutual aid agreements and/or pacts.
- J. The right to contract or subcontract any services, operations, or functions.
- K. The right to lay off or furlough employees for non-disciplinary reasons. Furloughs are specifically addressed in Article 31.
- L. The right to discipline employees for just cause.
- M. The right to recruit, examine, hire, classify, reclassify, promote, train, transfer, assign, appraise, and retain employees.
- N. The right to determine and/or change class specifications and to classify or reclassify employees in accordance with class specifications. This includes the right to hire any new employee at any step in any applicable classification. The recognition of this right does not alter its status as a management right not subject to the meet and confer process.
- O. The right to determine, and/or change, productivity, performance, programs, and standards, including, but in no way limited to, the quality and quantity of work to be performed by employees.

- P. The right to maintain order and efficiency at all County facilities and operations.
- Q. The right to determine, change, promulgate, and enforce rules and regulations to promote the safety and health of employees' and/or the public.
- R. The right to determine, and/or change, policies, practices, procedures, and standards for the hiring, promotion, and/or training of employees.
- S. The right to restrict the activities of employee organizations on County property and/or County time.
- T. The right to take all lawful steps to carry out or protect any County service, operation, function, equipment, facility, or employee or member of the public during any work stoppage, strike, work slowdown, or other job action against the County by its employees, or during any bona fide emergency.
- U. The right to adopt, eliminate, or revise all County policies, practices, procedures, resolutions, or ordinances which are not in conflict with a specific provision of this Memorandum of Understanding.

The exercise of any right, privilege, power, or authority retained by the County in this Section shall in no way be subject to the grievance procedure established by Article 33 below.

ARTICLE 10. EMPLOYEE RIGHTS

Representation:

- A. The rights 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 exercises of rights granted in this Article.
- D. Nothing in this Memorandum of Understanding shall prohibit any employee from representing himself/herself individually, or from appearing in his/her own behalf in his/her employment relations with the County.

Personnel Files:

- A. Any employee shall have the right, upon request, to inspect and copy all material in his/her personnel file, with the exception of material which the County is permitted, or required by law, to withhold from the employee.
- B. Such request, inspection, and copying shall be made at a time when the employee is not required to be on duty.
- C. Any employee shall have the right to attach to any material in his/her personnel file, in accordance with this Section, his/her comments thereon.
- D. Such attachment shall be made at a time when the employee is not required to be on duty.
- E. At the time of such attachment to his/her personnel file, the employee and the person causing the entry into the employee's personnel file, of the material to which such attachment is made, shall affix to such attachment their signatures and the date of attachment.
- F. If the person causing the entry of the material to which such attachment is made is not available at the time such attachment is made, the Human Resources Director shall sign and date such attachment in his/her/their stead.

ARTICLE 11. ASSOCIATION RIGHTS

Negotiating Representatives:

The County shall allow a reasonable number of representatives designated by the Association and reasonable time off work, which shall be mutually agreed upon by the parties, without loss of pay or benefits. Such time off work shall be for formal negotiations with the County for purposes of reaching a successor to this Memorandum of Understanding on wages, hours, and other terms and conditions of employment.

Notice of Intent to Open Negotiations:

At least sixty (60) days prior to the expiration of the Memorandum of Understanding, the Association shall notify the Human Resources Director, in writing, of the names of the representatives designated by the Association to negotiate with the County. The Association shall notify the Human Resources Director, in writing, of the name of the newly designated representative not less than one (1) week prior to the time such representative is to commence meeting and negotiating with the County, in accordance with this Article and Article 42.

Dues Deductions:

Any employee in the Association bargaining unit who desires to become a member of the Association must affirmatively state such desire in writing to the Association. Upon notice from the Association that the employee has joined the Union the County will deduct from the employee's paycheck amount

of the bi-weekly union dues and initiation fees. Upon notice from the Association that the employee has terminated union membership, the County shall cease making such deductions. The Association shall notify the County in writing of the amount of the bi-weekly union dues and initiation fees.

The Association shall indemnify and hold the County harmless as provided under Government Code Section 1157.12 and as provided herein from any loss, claim, liability or expense (including without limitation the County's attorneys' fees and costs) arising from or related in any manner to the deduction or payment of service fees, Association membership dues or other costs or the Administration of this Agency Shop section pursuant to any prior MOU or this MOU . It is also agreed that neither any employee nor the Association shall have any claim against the County for any deduction made or not made, unless a written claim of error is submitted to the County Auditor within thirty (30) calendar days after the date such deduction was or should have been made.

The County will provide the Association on a quarterly basis a list of all Association bargaining unit members for whom membership dues and/or fees have been collected. The County will also respond to any Association request for clarifying membership at any time.

As currently or hereafter required by applicable state law, the Association shall keep an adequate itemized record of its financial transactions.

Other Association Rights:

The Association shall have the following additional rights:

- A. **Association Access.** Access, at times which do not interfere with County operations, to areas, except restricted areas, in which County employees work.
- B. **Use of Facilities.** Use, without charge, of County buildings at reasonable times for Association matters. With the exception of normal wear and tear, the Association shall be responsible for any damage to County property caused by such use.
- C. **Association Bulletin Boards.** Use, without charge, of reasonable space on any County bulletin boards.
- D. **Association Communications.** Use, without charge, of any County interoffice communications systems for transmission of information concerning Association matters. Such use shall not extend to the use of the U.S. Mail or to the making of long distance telephone calls at County expense.
- E. **Access to Information.** Review, at reasonable times, of any public material in the possession of the County.

Association Representatives:

The following shall apply to Association Representatives:

- A. The Association shall have the right to elect representatives whose purpose is to avoid and/or solve employee-related difficulties prior to those issues escalating into grievance situations.
- B. The Association representatives will perform their duties according to the following guidelines:
 - Step #1: Initial contacts from fellow employees may take place on work time if brief in nature and will be kept short. This time is not tracked as time off from work.
 - Step #2: Association representatives will seek to set an appointment to discuss the situation with the employee who made the initial contact during non-work hours.
 - Step #3: If necessary and appropriate, the Association representatives will attend formal meetings with the impacted parties to resolve the difficulty.
- C. The Association shall have the right to elect a representative who will be given time off without loss of pay or benefits to attend formal meetings such as new employee orientation, those identified in Step #3 or hearings held pursuant to Sections 32 or 38 as limited by this section. Such time off will be scheduled with the representative’s immediate supervisor and shall not unduly disrupt the work of any employee.
- D. Except for evidentiary hearings, which are the final step in Sections 32 and 38 proceedings (“evidentiary hearings”), an employee may be represented at any meeting held pursuant to said sections by one Association representative or one attorney. The foregoing notwithstanding, one representative may attend or represent an employee at an evidentiary hearing along with one or more Association attorneys.
- E. The County and Association Representatives shall mutually agree upon time for formal meetings as a group for each year of the Memorandum of Understanding (October 1 to September 30) and shall be with the approval of their Department Heads as to scheduling.

New Employee Orientation:

The County shall comply with California Government Code sections 3555 and 3556, subject to the terms of Government Code Section 3557, including but not limited to providing an Association representative thirty (30) minutes of access to newly hired bargaining unit members during the County new employee orientation.

ARTICLE 12. SALARY ADJUSTMENTS

12.1 General Wage Increases

The base wage rates of employees covered by this Memorandum of Understanding are as set forth in the wage schedule attached hereto as Appendix B with the respective effective date set forth therein.

The first schedule shown therein as effective July 1, 2023 reflects an increase of six and one-half percent (6.5%) over those rates shown as in effect as of June 30, 2023.

The second schedule shown therein as effective September 29, 2024 reflects an increase of three percent (3%) over those rates shown as in effect as of July 1, 2023.

The third schedule shown therein as effective September 28, 2025 reflects an increase of three percent (3%) over those rates shown as in effect as of September 29, 2024.

12.2 Bilingual Stipend

At its discretion, the County may determine that certain languages, including sign language and Braille, are necessary to facilitate service to the public. In so doing, the County may designate employees as bilingual service providers. Designated employees shall be paid a bilingual pay differential of two percent (2%) above the employee's base wage when so designated. Bilingual pay may be provided for an employee with proficiency in an eligible language who has passed a proficiency test administered by the Human Resource Department, and whose position has been determined by the County to be necessary to provide primary bilingual services. Employees receiving the differential may be required by the County to assist other County Departments in providing bilingual services, where necessary. Employees providing bilingual service in the County will be expected to adhere to the Department's rules concerning confidential information and may be asked to sign a statement acknowledging their understanding of the confidentiality of information.

ARTICLE 13. HOURS OF WORK

Personnel covered by this resolution are required to devote the appropriate amount of time at their place of work necessary to complete the responsibilities and duties of their positions. Employees herein are exempt from the Fair Labor Standards Act (FLSA) as it relates to wages and overtime requirements. Exempt employees are not eligible for overtime.

ARTICLE 14. PERFORMANCE APPRAISALS

Purpose:

The preparation and use of performance appraisals is intended for the mutual benefit of the County and its employees. Performance appraisals should be used:

- A. To identify the appraiser's expectations for the employee's job performance;
- B. To acknowledge above-standard performance;
- C. To prescribe the means and method of converting deficiencies to a required level of performance; and
- D. To encourage two-way communication between employees and their appraisers as to how to improve the work environment to increase morale and efficiency (refer to Amador County Policies & Procedures Manual).

Appraisers:

Employees shall be appraised by a supervisor, an Agency/Department Head, or his/her designee, who shall have personal knowledge of the job performance of the employee.

The appraising supervisor, Agency/Department Head, or his/her designee, shall be referred to herein as an "appraiser".

Each employee shall be assigned an appraiser for the purposes of education, supervision, and appraisal.

Participatory Nature:

Appraisals are intended to be participatory in nature involving the employee's input as much as the appraiser's. Both the employee and the appraiser shall separately complete the County appraisal form and then meet to discuss and share their results. The appraiser shall then complete a final version to be placed in the employee's personnel file.

Forms:

All appraisers shall use the official form provided by the County. This form shall be made available from, and distributed by, the Department of Human Resources.

Permanent Employees:

Permanent employees shall be appraised at least once per year within a month of the anniversary of their date of hire or promotion, and thereafter whenever the County perceives the need for such appraisal.

Probationary Period

The employee's appraiser shall complete an appraisal of the employee at the end of every sixth (6) month period during the probationary period (no later than the end of the employee's sixth (6) month and again no later than the end of the employee's twelfth (12th) month of his/her probationary period). At the end of the probationary period, if retention of the employee is warranted, the appraiser shall

request from the Human Resources Department, a report of appointment approving the probationary employee's change of status from probationary to permanent.

The Human Resources Department shall maintain a calendar of all required appraisals and shall notify, in writing, the employee's Agency/Department Head, or his/her designee, no less than twenty-one (21) calendar days prior to the date when an employee's appraisal is required by this Memorandum of Understanding.

The Agency/Department Head, or his/her designee, shall be responsible for ensuring that an appraisal and report of appointment, or report of termination, or other appropriate document, is completed.

Review:

Any appraisal, when completed, shall be reviewed with the employee by the appraiser during the employee's working hours, without loss of pay or benefits to the employee. No appraisal shall be placed in any employee's personnel file, or other County record, until the appraisal has been reviewed with the appraised employee. Both the appraiser and the appraised employee shall affix to the appraisal their signatures and the date of review. The employee's signature shall not indicate that he/she agrees with the contents, conclusions, or recommendations of the appraisal, but only that the employee has read the appraisal and has had an opportunity to discuss it with the appraiser. The appraiser shall not add material to the appraisal after the employee and the appraiser have signed the appraisal form.

Employee's Right to Respond:

Any employee who wishes to respond to his/her appraisal may, during the employee's working hours, make such a written response within fifteen (15) calendar days after receiving said appraisal. The response shall be attached to the appraisal and included in the employee's personnel file. Both the appraiser and the appraised employee shall affix to such written response their signatures and the date upon which the appraiser receives such written response. The appraiser shall provide to the employee a copy of such written response.

Appeals:

Appraisals shall not be subject to the appeal or grievance procedures.

Training:

The County shall provide training and/or written guidance to all appraisers.

Timeliness:

When a formal performance appraisal is not completed within sixty (60) calendar days of the required date, the employee shall, for promotional or performance incentive pay purposes, be deemed to have received a rating of exceeds. However, this presumed rating is subject to being increased or decreased by the completion of an untimely formal performance appraisal that reflects a higher or lower rating;

OR when the next scheduled formal performance evaluation to be completed reflects a higher or lower rating. In either case, the higher or lower rating shall become the presumed rating and shall date back to the time that the missed formal performance evaluation was to have been completed.

ARTICLE 15. PROMOTIONS

An employee shall be promoted from a DDA I to a DDA II if they have been performing the duties of a DDA I for at least two (2) years and have in their permanent record two (2) formal performance appraisals, with a minimum rating of exceeds having been received in the most recent year; OR they must have been performing the duties of a DDA I for at least one (1) year and have in their permanent record one performance appraisal with a minimum rating of outstanding for the most recent year.

An employee shall be promoted from a DDA II to DDA III if they have been performing the duties of a DDA II for at least three (3) years and have in their permanent record two (2) formal performance appraisals, with a minimum rating of exceeds having been received in the most recent year; OR they must have been performing the duties of a DDA II for at least two (2) years and have in their permanent record one performance appraisal with a minimum rating of outstanding with the outstanding rating having been received in the most recent year.

Qualified employees may be promoted to the classification of DDA IV through a competitive examination.

In order to qualify to take a competitive exam for the position of DDA IV, the employee shall have performed the duties of a DDA III for at least two (2) years and received two (2) consecutive formal performance appraisals, with a minimum rating of outstanding having been received in the most recent year and a minimum overall rating of exceeds having been received in the prior year while performing the duties of a DDA III

Effective upon completion of the report of appointment, promoted employees shall receive the "A" step of the established base salary range of the new classification or at least five percent (5%) more than their prior base pay rate, whichever is greater; provided, that no employee is thereby advanced above the "E" step of the higher base salary range.

ARTICLE 16. NEW HIRE PROBATION

A new employee shall be required to serve a probationary period of twelve (12) months from the date of his/her hiring. Upon successful completion of his/her probationary period, such employee shall be granted permanent status.

A probationary employee may be terminated at the discretion of the Agency/Department Head at any time for any lawful reason including, but not limited to, the employee's failure to meet performance expectations. The Agency/Department Head shall be allowed to extend the probationary period for up to six (6) months. If probation is to be extended beyond 12 months, the employee must be notified in writing by Agency/Department Head.

ARTICLE 17. PROMOTIONAL PROBATION

A promoted employee shall be required to serve a probationary period of six (6) months from the date of his/her promotion. Upon successful completion of his/her probationary period, such employee shall be granted permanent status.

A promoted probationary employee may be demoted at the discretion of the Agency/Department Head if a performance appraisal is conducted and the employee receives an overall rating of needs improvement. In the event of a demotion, the employee shall be returned to the previous class and step held prior to the promotion, unless terminated for cause pursuant to Article 39.

ARTICLE 18. RECLASSIFICATIONS

Reclassifications occur when the County (a) determines that the duties of a particular position have changed substantially; (b) reorganizes a department or agency by changing staffing levels, duties, or position held by specific employees; or (c) determines that the duties of a particular position as required to be performed are those of a different class.

An employee occupying a position which is reclassified to a class with the same range as the previous position shall be placed at the same step and salary. An employee reclassified to a class with a higher range shall be placed at the step which is the same as or closest to but not lower than their previous salary. An employee reclassified to a class with a lower range shall be placed at the step which is the same as or closest to but no lower than their previous salary or, if the highest step in the new range is lower than the previous salary the employee shall be Y-rated. The Y-rate will freeze the salary of the employee at the present level until the salary for the lower class is equal to, or greater than, the Y-rate. An employee on a Y-rate will be offered any vacant position in the old (higher) class within their department if they are qualified. They will also be interviewed for open positions, upon their request, within their old class in other departments prior to considering any other candidates for the position. Any refusal of an offer in the old class will terminate the Y-rate.

ARTICLE 19. TEMPORARY ASSIGNMENTS

An employee assigned temporarily to work in a class with a higher designated range (“temporary range”) than that designated for such employee’s regularly assigned class (“regular range”) shall, upon the recommendation of his/her Agency/Department Head, or his/her designee, and approval by CAO, be paid in accordance with the temporary range during the temporary assignment. The recommendation from the Agency/Department Head, or his/her designee, shall include a specific time frame for the temporary assignment. The temporary assignment shall not begin until the CAO approves it.

During that temporary assignment, the employee shall retain whatever step in the temporary range shall result in a wage increase.

An employee who believes that an Agency/Department Head, or his/her designee, has required that employee to work temporarily in a class with a temporary range higher than the employee's regular range, and who is not receiving the temporary range, may request through the Agency/Department Head, or his/her designee, that the employee be paid in accordance with the temporary range. The request shall be made within thirty (30) days of the assignment. The Agency/Department Head, or his/her designee, shall, within five (5) working days, approve or disapprove the employee's request and in either case shall inform the employee and the County Administrative Officer of his/her decision. Approval of the employee being paid at the temporary range shall be sent to the County Administrative Officer for action and shall be retroactive to the date upon which the temporary assignment to a higher classification commenced.

If the Agency/Department Head, or his/her designee, disapproves the employee's request, the County Administrative Officer, or his/her designee, shall investigate the request and the Agency/Department Head's, or his/her designee's, decision and decide whether or not the employee's request is justified. If the employee's request is deemed justified, the County Administrative Officer shall approve the temporary range.

If the CAO denies the employee's request following his/her investigation, the employee shall have the right to grieve the decision in accordance with the procedures outlined in this contract.

ARTICLE 20. PUBLIC SAFETY RETIREMENT PROGRAM

All employees who are eligible to participate as set forth in the contract between the County and the Public Employees Retirement System (PERS), shall participate therein according to said contract. Extra-help employees are not eligible for PERS coverage; provided, however, that the hours worked in any fiscal year does not exceed 999 hours.

20.1 The responsibility for certain Public Employees Retirement System (PERS) payments shall be as follows:

- A. Employees Hired Before April 1, 2012. Employees hired before April 1, 2012 shall pay an additional two percent (2%) towards the EPMC for a total of nine percent (9%) of compensation toward the employee retirement contribution. The deductions from payroll shall be paid pre-tax; the County shall adopt the appropriate resolution implementing the provisions of Internal Revenue Code Section 414(h)(2).
- B. Employees Hired on or After April 1, 2012 and employees hired after January 1, 2013. Employees hired on or after April 1, 2012 and employees hired after January 1, 2013 as "Classic" PERS members as determined by PERS shall pay an additional one percent (1%) towards the EPMC for a total of seven percent (7%) of compensation toward the employee retirement contribution.
- C. Employees Hired on or after January 1, 2013 as "New" PERS Members. Employees hired on or after January 1, 2013 as "new" PERS members shall pay one-half of the normal cost retirement contribution as determined by PERS.

- D. The deductions from payroll shall be paid pre-tax through the provisions of Internal Revenue Code Section 414(h)(2), to the extent permitted by federal law.

20.2. The PERS retirement formula and optional benefits for employees shall be as follows:

- A. For employees hired prior to April 1, 2011 the formula is 2% @ 50 (with One Year Final Compensation pursuant to and in accordance with California Government Code Section 20042).
- B. For employees hired on or after April 1, 2011 and for “Classic” Members hired on or after January 1, 2013, the formula is 2% @ 55 (with Three Year Final Compensation pursuant to in accordance with California Government Code Section 20037).
- C. For employees hired on or after January 1, 2013 as “new” PERS members the formula is set through the Public Employee Pension Reform Act of 2013 (PEPRA).
- D. All retirement plans will include the pre-retirement “Optional Settlement Two” death benefit and the credit for unused sick leave benefit, pursuant to and in accordance with California Government Code Sections 21548 and 20965 respectively.

ARTICLE 21. HEALTH BENEFITS

The County purchases and administers group life insurance and health, vision, and dental care insurance policies for all County employees as described herein.

21.1 PERS Medical Insurance Coverage

The County shall contract with the Public Employees' Retirement System to make available to eligible current and retired employees benefits equal to the State Employees' Medical and Hospital Care Act.

The County's contribution is set at the minimum monthly contribution required by PEHMCA regulations on behalf of those employees eligible for Group Medical Coverage under the various plans available. The minimum monthly Employer contribution is currently set at one hundred fifty-one dollars (\$151) for 2023.

21.2 Flexible Spending Account

The County agrees to make a bi-weekly contribution into a Flexible Spending Account (FSA). Employees may utilize these monies plus the health insurance contribution provided in 21.1 above toward the premium for medical insurance. The total monies contributed by the County for full-time employees, inclusive of the monies provided in Section 21.1, shall equal ninety percent (90%) of the bi-weekly premium of the plan selected by the employee. However, in no event shall the County be required to contribute more than ninety percent (90%) of the PERS Platinum plan premium amount. All contributions to the FSA are contingent upon compliance with state and federal rules and regulations. The Parties agree to meet and confer if any part of this structure is found to be

noncompliant. Any additional funds necessary to cover the costs of the plans shall be deducted pre-tax from the employees pay. Employees who waive benefits may elect to receive cash up to a maximum of two hundred fifteen dollars and eight cents (\$215.08) per bi-weekly pay period. Employees hired after July 1, 2011 shall be eligible to receive ninety two dollars and thirty-one cents per bi-weekly pay period if they waive medical benefits.

21.3 Dental, Vision and Life Insurance Provided by County

The County shall continue the dental, vision, and life insurance programs in effect as of October 1, 2023.

The County shall pay 90% of the employees' dental, vision and health insurance premiums and all of the life insurance premiums (collectively "premiums") during the term of this Memorandum of Understanding.

Before the County's duty to make any such contribution arises, the employee shall authorize his/her payroll deduction on forms supplied by the County Auditor.

If the employee waives dental and vision benefits in addition to health benefits the employee may receive an additional eighteen dollars and forty-six cents per bi-weekly pay period.

21.4 Eligibility

A. Current "County Couples" (spouses both of whom are currently working for the County) who are "double covered" may remain double-covered with each covered by the County's non-CalPERS major medical insurance carrier. At the option of the couple, one spouse would be covered by the County's major medical insurance carrier and the other may receive two hundred fifteen dollars and eight cents (\$215.08) per bi-weekly pay period.. The double-coverage benefit shall not apply to any County couples hired after October 1, 2005, or any couples both eligible for coverage under CalPERS.

The double-coverage benefit shall terminate for grandfathered couples whenever and if (a) either spouse takes a cash benefit for the first time instead of upgrading major medical coverage; (b) either spouse terminates his or her County employment; or (c) they divorce.

B. Every regular full-time or part-time employee, other than those employees who are laid off, suspended for cause, or on unpaid leave, and his/her dependents, if any, shall become eligible for employee and dependent health, life, dental, and vision care insurance coverage provided by the County (dependents are not eligible for life insurance) on the first day of the month following the month in which such employee begins his/her employment of regular full-time or part-time service. Said employees shall be entitled to such insurance coverage without regard to the number of hours worked by such employees in each month. For such employee and dependent health, life, dental, and vision coverage, the County shall contribute the County's share of the premiums each bi-weekly pay period for each regular full-time employee and for each regular part-time employee the amounts set forth.

No insurance coverage contribution shall be made for any employee for extra-help or for standby or overtime service or for any period of work not performed except for any period which is a paid leave of absence or as outlined above.

21.5 Right to Purchase Additional Benefits

Any employee may purchase additional benefits or upgrade any benefit at the employee's own expense, by authorizing payroll deductions therefore once a year in a designated open enrollment period.

21.6 Regular Part-Time Coverage

Regular part-time employees shall be eligible to participate in the health program contingent upon approval of the relevant health program plan provider.

Part-time employees shall receive an insurance coverage contribution in an amount equal to the proportion of hours worked (regular, sick, vacation, holiday) in any bi-weekly pay period up to full time. The part-time employees' contributions shall be subject to change based on full-time employees' contributions set forth above.

21.7 Enrollment

Every regular full-time and part-time employee and their dependents are eligible for health, dental, vision and life insurance in accordance with plan provisions on the first day of the month following the month in which such employee begins his/her employment. Eligible employees shall assume full responsibility for enrolling themselves and their eligible dependents in the insurance coverage provided by this Section. Thereafter, changes in the dependent's enrollments for all eligible employees may be made by an employee only during open enrollment or on occurrence of a qualifying event as specified by carrier regulations and applicable State or Federal law.

21.8 Retiree Medical

Employees with five (5) years of service with Amador County who retire and begin to draw pension benefits are entitled to participate in the PEHMCA medical plans and are eligible to receive the monthly County contribution. The County contribution is provided by Board Resolution.

ARTICLE 22. MISCELLANEOUS BENEFITS

22.1 Deferred Compensation Annuity Program

Every regular employee may enroll in a deferred compensation annuity program offered by a carrier through the County in accordance with the enrollment provisions established by the carrier. For contributions to such a program, the employee shall utilize bi-weekly payroll deductions which shall be authorized in writing by the employee at least thirty (30) days prior to the first deduction.

The County will contribute twenty-three dollars and eight cents (\$23.08) per pay period to the 401 (a) account of each employee who contributes at least twenty-three dollars and eight cents (\$23.08) to their deferred compensation account for the same bi-weekly pay period. However, if the employee ceases such contributions, the County match will no longer apply.

At its sole discretion, the County may withdraw at any time from participating in any deferred compensation annuity program which has not met its obligations in accordance with reporting and/or Internal Revenue Service (IRS) requirements.

22.2 Disability Insurance

Every employee shall be eligible for the State Disability Insurance (SDI) Program. The premiums for said State Disability Insurance (SDI) Program shall be deducted by the County Auditor from all employees' pay, which deductions are hereby expressly and irrevocably authorized without individual written authorizations.

22.3 Personal Belongings

Personal belongings that an employee is required to bring into the workplace for the performance of the duties of the job are covered by County insurance, provided the criteria as outlined in Amador County Policy has been met.

22.4 Employee Wellness Program

The County agrees to provide up to \$100.00 per calendar year cost reimbursement to regular employees who participate in a physical fitness program approved by the County Administrative Officer, or his/her designee. Claims for this cost reimbursement must be submitted to the Human Resources Department prior to December 10th of each year for reimbursement for that calendar year.

22.5 Employee Assistance Program (EAP)

Employees who experience financial or family difficulties, or have problems with drug or alcohol abuse, are encouraged to seek assistance through the Employee Assistance Program (EAP) offered by the County. For information on the Employee Assistance Program (EAP), refer to Amador County Policies & Procedures Manual which is available in each County department.

In matters involving proposed discipline against an employee, the County may, in its sole discretion, allow the employee to enter an employee assistance program as an alternative to discipline.

22.6 Health Examinations or Tests

If any health examination or Fitness for Duty test is required of any employee by the County, the County shall provide the required examination or test or cause such examination or test to be provided. Employees shall be granted paid leave of absence for the purposes of undergoing required health examination. The County shall select the persons to provide the required examination or test. If the employee disagrees with the County's selection prior to submitting to the examination or test, the

County shall be required to provide to the employee a list of three (3) other providers from which the employee may select the person who will provide the examination or test; provided, however, that this requirement shall be waived in the event of a bona fide emergency.

22.7 Section 125 of the Internal Revenue Code

The County Auditor has implemented Section 125 of the Internal Revenue Code allowing for a pre-tax salary deduction in an amount equal to employee-designated costs of dependent care, medical deductibles, co-payments, etc., as desired by each employee. Employees are hereby warned that they forfeit pay which they authorize to be deducted which doesn't equal their expenditures for a particular benefit category.

22.8 Longevity Increases

Permanent employees shall receive longevity wage increases on their base pay when they have completed: five (5), ten (10), fifteen (15), and twenty (20) continuous years of regular and permanent County employment. At the completion of each of the benchmark years (i.e., 5, 10, 15, or 20 years), the employee shall receive the salary increase enumerated below for the applicable level of completed years of service:

Completed Years of Service	Base Salary Adjustment
5	2.500%
10	5.063*
15	7.700%*
20	10.390*

*These amounts do not “stack” or “combine”.

Special Compensation shall be calculated on the combined rate of base pay PLUS longevity for employees eligible and so situated.

ARTICLE 23. VACATION

Regular full-time and regular part-time employees shall earn and accrue paid vacation leave in accordance with the following provisions:

- A. **YEARS 1-2:** For the first and second continuous years of service, vacation leave shall be earned and accrued at the rate of eight (8) hours of vacation leave for every one hundred eighty-nine and eighty-two hundreds (189.82) hours of service, which accrual shall be credited bi-weekly.
- B. **YEARS 3-9:** For the third through the ninth continuous years of service, vacation leave shall be earned and accrued at the rate of eight (8) hours of vacation leave for every one hundred thirty and fifty hundreds (130.50) hours of service, which accrual shall be credited bi-weekly.

- C. **YEARS 10 PLUS:** For the tenth and succeeding continuous years of service, vacation leave shall be earned and accrued at the rate of eight (8) hours of vacation leave for every ninety-nine and forty-three hundredths (99.43) hours of service, which accrual shall be credited bi-weekly.

Vacation leave shall not be earned by, or granted to, employees for extra-help or for standby service.

An employee shall not be eligible to utilize his/her accrued vacation leave until after completion of six (6) continuous months of employment with the County.

An employee who separates from County employment shall be entitled to payment in lieu of accrued vacation leave which has not been taken prior to separation from employment.

An employee may accrue twice their current annual vacation accrual rate. An employee cannot accrue more than twice their current annual vacation accrual rate. If the employee's accumulated vacation reaches the accumulation ceiling, further accrual will cease until the employee has used vacation at which time vacation accruals will resume. Agency/Department Heads, or his/her designees, shall make every effort to allow employees to take vacation leave during the year in which it is accrued.

An employee's pay for any day of vacation leave shall equal the pay which the employee would have received had he/she worked his/her regular hours in his/her most regularly assigned class, but not in any temporarily assigned higher class, during the day of vacation leave.

Sick and Vacation Leave shall not be earned for time compensated by State Disability Insurance (SDI) or while on an unpaid leave of absence. Leave is only accrued for County-paid hours.

Any probationary employee who suffers a work-related injury shall be allowed to use accrued vacation and sick leave, in that order, to compensate said employee for any loss of earnings when the cause is work-related and a worker's compensation claim has been filed and accepted by the County.

Those Departments that restrict the number of employees on vacation simultaneously shall annually give priority to vacation requests for the same period based on Departmental seniority.

Non-probationary employees may cash-out up to 40 hours of vacation leave each year during the month of November; provided, however, that the employee has taken five (5) consecutive eight (8) hour days in the prior year and will have a balance of not less than 120 hours after the vacation payoff has been made.

In the event multiple employees request to take the same vacation day(s), it shall be at the Agency/Department Head's or Elected Official's discretion to determine which employees will receive which vacation day(s) off and this determination shall be made based on staffing needs and seniority pursuant to the inter-office memo entitled "Time Off Requests" dated 05/05/2003.

ARTICLE 24. SICK LEAVE/BEREAVEMENT LEAVE

24.1 Sick Leave - Eligibility

Permanent full-time and permanent part-time employees shall earn and accrue paid sick leave in regular increments each pay period of employment up to a maximum of ninety-six hours per year.

- A. Sick leave shall not be earned for time compensated by State Disability Insurance (SDI); while on Temporary Family Disability Leave or while on an unpaid leave of absence. Leave is only accrued for County-paid hours.

- B. Any probationary employee who suffers a work-related injury shall be allowed to use accrued sick and vacation leave, in that order, to compensate said employee for any loss of earnings when the cause is work-related and a worker's compensation claim has been filed and accepted by the County.

- C. Sick leave shall not be earned by, or granted to, employees for extra-help.

Employees qualifying for Family Medical Leave (FMLA) or California Family Rights Act Leave (CFRA) as discussed in this section shall utilize accrued sick leave, vacation, and compensatory time off (CTO) in conjunction with said leave; however, said employee shall have the option of retaining up to 100 hours of accrued sick leave and up to 40 hours of accrued vacation leave on the books.

The sick leave earned by an employee shall be available to the employee upon accrual.

24.2 Definition of Illness or Injury

Sick Leave may be used for the following:

- A. Actual illness or injury to the employee;

- B. Family Leave: Actual illness or injury to the employee's immediate family;

- C. Medical or dental appointments for immediate family as specified in 20.18 and 20.19;
or

- D. Any qualifying injury or illness as governed by the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), including Workers' Compensation illness or injury.

24.3 Unused Sick Leave

Unused sick leave shall accrue from year to year. When an employee accrues a minimum of 500 sick leave hours and up to a maximum of 1,000 sick leave hours, said employee may be paid in cash for one-half of the number of accrued sick leave hours upon simultaneous retirement and receipt of PERS benefits only.

24.4 Bereavement Leave

A regular or permanent employee shall be granted up to three (3) work days of paid bereavement leave on account of the death of any member of his/her immediate and extended family. This includes the employee's spouse, registered domestic partner, the employee's biologic or adopted children, siblings, and the employee's biologic or adoptive parents. Employees may extend bereavement leave by using an additional two (2) paid sick leave days.

The County may require, upon an employee's return from bereavement leave, appropriate verification of the employee's absence from work on account of the death of a member of his/her extended family.

Unless expressly electing otherwise, an employee who does not have available sick leave or desires to take additional bereavement leave may request to utilize his/her available compensatory time off (CTO) or, if all CTO is used, vacation days.

ARTICLE 25. RETENTION OF VACATION AND SICK LEAVE

25.1 State Disability Insurance and Paid Family Leave

Disability insurance benefits shall be extended to employees in accordance with the terms and conditions of the State Disability Insurance Program (SDI) and Paid Family Leave Program (PFL). Each employee shall contribute to the plan through payroll deductions, which deductions are hereby expressly and irrevocable authorized without individual written authorizations. Accrued sick leave shall be used when required by law to supplement the SDI or PFL benefit and must be exhausted prior to the use of compensatory time off (CTO) and vacation leave. The total compensation from accrued leaves and the SDI or PFL benefits shall not exceed the employee's base salary at the time of disability. Disability benefits will be considered the primary benefit and used leave accruals will be treated as secondary to supplement the employee's earnings. The employee shall make the choice to apply or not to apply for disability insurance benefits.

A. **Waiting Period.** State Disability Insurance benefits are payable after a seven (7) day waiting period. The employee shall use their sick, compensatory time off (CTO) and vacation leave during this waiting period before State Disability Insurance benefits start. There is no waiting period for PFL.

B. **Coordination of Pay.** Accrued sick leave may be used to supplement the disability benefit and must be exhausted prior to the use of compensatory time off (CTO) and vacation leave. The total compensation from accrued leaves and disability benefits shall not exceed the employee's base salary at the time of disability. Base salary shall equal the pay which the employee would have received had they worked their regular hours in their most regularly assigned class, but not in any temporarily assigned higher class, during the day of leave. Disability benefits will be considered the primary benefit and used leave accruals will be treated as secondary to supplement the employee's earnings. The employee shall make the choice to apply or not to apply for disability insurance benefits.

C. **Option to Retain Leave.** Upon a written request, an employee shall have the option of retaining up to 100 hours of sick leave and 40 hours of vacation leave accrual on the books while on FMLA/CFRA.

D. **No Leave Accruals.** Sick leave shall not be earned for time compensated by SDI or PFL or while on an unpaid leave of absence. Leave is only accrued for County-paid hours.

E. **Employee Requirement.** If the employee requests coordination of pay, the employee shall be required to inform the Auditor-Controller department of the first day of paid disability within seven (7) calendar days of the employee's receipt of their payment stub by providing a copy of their payment stub for SDI/PFL. The employee shall continue to provide those stubs through the last day of paid disability so that their normal base pay can be coordinated with paid SDI/PFL.

ARTICLE 26. PROFESSIONAL LEAVE

Full-time professional employees shall accrue up to five (5) days of professional leave each calendar year. An employee may accrue professional leave up to a maximum amount equal to twice their current annual professional accrual rate. Part-time professional employees shall receive five (5) pro-rated days of leave each year based on the number of hours they work. An employee shall not be eligible to utilize his/her professional leave until after completion of six (6) continuous months of employment with the County.

ARTICLE 27. HOLIDAYS

Regular and permanent full-time employees shall be granted paid holiday leave for the following holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday-January
President's Day	Third Monday-February
Memorial Day	Last Monday-May
Independence Day	July 4
Labor Day	First Monday- September
Columbus Day	Second Monday in October (floating holiday)
Veteran's Day	November 11
Thanksgiving	Fourth Thursday-November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Eve	December 24 (floating holiday)
Christmas Day	December 25

Employees herein will receive the same paid holiday leave as the County's General bargaining as noted above, with the exception of the following:

- A. ACDDAA employees shall receive one floating holiday in lieu of the Columbus Day holiday and one floating holiday in lieu of the Christmas Eve holiday. These floating holidays must be utilized by the last working day prior to the date upon which New Year's Day is observed by the County.
- B. An employee's request to utilize their floating holiday shall be subject to approval by the Agency/Department Head or Elected Official.
- C. In the event multiple employees request to take the same holiday, it shall be at the Agency/Department Head's or Elected Official's discretion to determine which employees will receive which holiday off and this determination shall be made based on staffing needs and seniority. Under no circumstance shall any employee be denied the right to take at least one of the three days for their floating holiday.

ARTICLE 28. SPECIAL LEAVES OF ABSENCE

Employees herein shall be subject to the same terms and conditions regarding special leaves of absence as the County's General bargaining unit including the following:

A leave of absence, without pay and for any period of time, may be requested by the employee and is subject to the approval of the department head along with the concurrence of the CAO. An employee in an unpaid leave of absence status shall not be entitled to receive benefits.

A catastrophic leave bank may be established, but only when an employee who qualifies to use it requests it. Use of this leave is outlined in the Amador County Policies and Procedures Manual. The catastrophic leave bank is not continually in existence. When an employee needs and requests donations, only vacation leave may be donated into the bank. The Human Resources Director, or his/her designee, shall act as a "banker", supervising the donations and the acceptance of the donated vacation leave. An employee will have to exhaust all of the vacation, sick, and holiday leave accrued to him/her before using any donated vacation leave.

ARTICLE 29. STATUTORY LEAVES

The County complies with all State and Federal leave laws and regulations for eligible employees including the Family Medical Leave Act, the California Family Rights Act, Pregnancy Disability Leave, Child Activity Related Leave (labor code 230.8) and Victims of Domestic Violence, Sexual Assault and Stalking leave (labor code 230.1).

ARTICLE 30. STEP ADVANCEMENTS

An employee hired or promoted at Step A or above shall receive step advancement on the first calendar day of the month following the month in which such employee completes his/her first twelve

(12) months of employment. Thereafter, an employee shall be eligible for step advancement on the anniversary date of his/her first step advancement until such employee advances to Step E.

Any employee eligible to receive any step advancement described above on the first calendar day of the month shall receive the step advancement on that day.

Step advancement shall be procedurally automatic provided that the employee has received a satisfactory or better rating on his or her most recent performance evaluation. Failure to advance may be appealed to the Department Head but is not subject to appeal through the Grievance Procedure.

ARTICLE 31. 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 in order to maintain normal operations.

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) Extra Help employees
- c) Probationary employees
- d) Permanent part-time employees
- e) Permanent full-time employees

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

Employees to be furloughed may, with the concurrence of Department management, take the furloughed days in conjunction with regularly scheduled vacation or holidays.

Reduction in pay caused by a furlough shall be spread over the remaining portion of the fiscal year in which the furlough is imposed. The total reduction in pay shall not exceed 80 hours per fiscal year.

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 32. SENIORITY/LAYOFFS/RECALL

The Board of Supervisors shall have the sole authority to implement any layoff necessary. Layoffs will occur in order of seniority.

Layoffs:

A layoff is defined as a reduction in the regular workforce expected to last more than thirty (30) calendar days. The County will give a notice of anticipated layoff as soon as possible, but no later than twenty-one (21) calendar days prior to the effective date of the layoff.

Seniority:

Seniority shall be determined as follows:

- A. Regular full-time employees shall receive one (1) month of seniority credit for each month of service within each of the seniority categories as outlined below.
- B. Regular part-time employees shall receive seniority credit by pro-rating their hours in paid status as a percentage of the monthly full-time equivalent.
- C. Extra-help employees do not accrue seniority.
- D. Continuous full-time or part-time service shall be used in calculating seniority. Any separation from County service, other than due to layoff, of two weeks or more, shall constitute a break in service. Separation does not include authorized leaves of absence.

Reductions in Seniority:

Seniority shall be reduced for:

- A. Any suspensions of more than five (5) days; and
- B. Any leave of absence, without pay, for more than 30 calendar days. Such reductions in seniority shall be in full-month increments for a minimum of one (1) month and rounded to the next higher month for any partial months.

Notice:

Employees' seniority, status, and class for the purpose of determining the order of layoffs shall be fixed at the time the Board of Supervisors determines that layoffs shall occur and designates the positions to be laid off.

Bumping Rights:

Employees subject to layoff shall have the right to displace (bump) less senior employees in the following order provided they meet the current qualification of class to which they are bumping:

- A. Employees affected by layoff may bump the least senior employee in his/her class based upon seniority.

- B. If the affected employee is the employee with the least seniority within the class, the employee may bump using his/her seniority by taking a position in the next lowest class within his/her position's classification series (i.e. DDA III would bump to DDA II), and bumping the employee with the least seniority in the lower class.

Extra-help employees do not have bumping, recall, or re-employment rights.

Part-Time/Full-Time/Extra-Help Bumping:

A regular part-time employee may bump a full-time employee or vice versa if they have greater seniority, in each case taking the bumped position with their hours. Part-time and full time employees have the right to bump extra help employees (seniority doesn't apply to extra help employees) taking the bumped extra help position with their hours.

Ties in Seniority:

In the event of ties in seniority, the Agency/Department Head, or his/her designee, shall determine the order of layoff. The decision is to be based upon the most recent performance appraisal.

Recall from Layoff:

Permanent employees laid off shall be placed on a recall list. Recall lists will be developed for each classification series for which there has been a layoff. Employees with the greatest seniority shall be recalled first to open positions provided the open position is no higher in class than the position previously held by the employee. Employees may choose to forego recall and remain on the recall list if the open position is a lower class than the position previously held by the employee. If an employee accepts a recall to an open position, that employee is removed from the recall list.

List Duration:

Recall rights are for a period of one (1) year following layoff.

Open Positions:

Upon request, employees who have been laid off will be interviewed prior to considering any other candidates for the position for vacancies in any department for the class they occupied, or any class in which they held permanent status and continue to meet class qualifications for a period of one (1) year.

Right of Recall:

The right of recall shall not accrue beyond the date on which the employee declines or fails to respond within five (5) working days to an offer of recall from layoff, or one (1) year from the date of layoff, whichever occurs first, and upon expiration of such right, such employee shall be deleted from the recall lists. Employees declining recall into a lower class shall not be deleted from the recall list.

An employee recalled from layoff shall be granted restoration of all sick leave and seniority available to such employee as of the date of layoff. The period of layoff shall, upon recall from layoff, be considered an unpaid leave of absence and shall not be considered a break in service.

ARTICLE 33. GRIEVANCES

Information:

Grievances may only concern the County's misapplication, misinterpretation, or violation of a law or this Memorandum of Understanding. Employees are strongly encouraged by both parties to this Memorandum of Understanding to meet with their Department/Agency Head and/or his/her designee to discuss the issue that they are concerned about prior to filing a formal grievance. Any grievance filed shall include the following information:

- A. The state, federal, or local law, or the specific provision of this Memorandum of Understanding alleged to have been misapplied, misinterpreted, or violated.
- B. The facts pertinent to the grievance, including the names, dates, places, and incidents necessary for an understanding of the grievance.
- C. The alleged adverse effect upon the grievant resulting from said alleged misapplication, misinterpretation, or violation.
- D. The remedy for such alleged adverse effect sought by the grievant.

Timeliness:

Failure by the County to adhere to decision deadlines of this procedure shall automatically establish the right of a grievant to appeal to the next Step. Failure by a grievant to adhere to a submission deadline at any step of this procedure shall mean that the grievant accepts the last decision made thereon and that the grievant waives any right to further appeal of the grievance; however, nothing in this Section shall be construed to prevent the parties from extending either a decision deadline, or a submission deadline, by written mutual agreement.

A grievant may terminate a grievance at any time by giving written notice to the other party of such termination.

No Loss of Pay:

The County shall allow an employee reasonable time off work, without loss of pay or benefits, in order to deliver a grievance to his/her Department/Agency Head or to attend a grievance hearing during normal working hours.

- A. In the case of multiple grievances on the same issue, the County may elect to resolve the issue by having one (1) joint hearing on all the grievances.

Step 1. Agency/Department/Employee:

Within twenty (20) calendar days of when the grievant could reasonably have known of the event or condition which forms the basis of the grievance, the grievance shall be presented, in writing to the grievant's Agency/Department Head.

- A. Within five (5) working days of receipt of the grievance, the parties shall meet and attempt to resolve the grievance.
- B. Within five (5) working days of such a meeting, the grievant's Agency/Department Head shall serve written notice of the decision to the grievant.
- C. If a grievance is not resolved to the satisfaction of the grievant at Step 1, the grievant may appeal the grievance in writing to the County Administrative Officer within ten (10) working days of receipt of the written decision or within ten (10) working days after the decision deadline at Step 1 has elapsed.

Step 2. County Administrative Officer:

The County Administrative Officer may conduct an investigation and/or hearing and render a decision within fifteen (15) working days. If either party is dissatisfied with the decision of the County Administrative Officer he/she may appeal the decision to Step 3 within five (5) working days of being given notice of the decision. If the CAO does not respond to the appeal within the time limits, the Association may appeal to Step 3 within five (5) working days of the expiration of the 15-day period by filing a written request with the Director of Human Resources.

Any appeal arising from a Step 2 decision shall be submitted to arbitration. . The Director of Human Resources will request a list of seven (7) names from the State Mediation and Conciliation Service. The Parties will alternately strike names from the list until one remains, who shall serve as the arbitrator. The initial order of striking will be determined by flip of a coin.

The Arbitrator's fees and expenses shall be paid sixty-five percent (65%) by the losing party and thirty-five percent (35%) by the winning party. The parties shall jointly ask the Arbitrator to decide which party is the losing party for the purpose of determining which party pays sixty-five percent (65%) of the costs of the hearing.

ARTICLE 34. SAFETY CONDITIONS

The County and the ACDDAA agree that the need for safe working conditions shall be of importance.

34.1 Safety Equipment:

With the exception of items of personal clothing, the County agrees to provide such health and safety equipment as may be required by the County, or by federal, and/or state law, rule, regulation, or order.

Employees shall use the safety and health equipment provided by the County. Alternate safety and health equipment furnished by employees must meet State Division of Occupational Safety and Health (OSHA), or American National Standards Institute (ANSI) safety requirements, and approved in advance of its use by the management employee who is the Agency/Department Head, or his/her designee, for an employee requesting the use of alternate equipment. The employee shall be responsible for returning County-owned safety and health equipment to the issuing department upon termination, or upon the request of any of the employee's supervisors.

34.2 Work-Related Injury or Illness:

If an employee is injured on the job, he/she should report the injury immediately to his/her supervisor. Injured employees have the right to see a physician of their choice for diagnosis and treatment, if a physician has been pre-designated. If the injury is NOT a medical emergency, the supervisor and employee shall, prior to the end of the employee's shift, contact the Human Resources Department to report the injury. If the injury is a medical emergency, call 9-1-1 to provide immediate medical assistance, then call the Human Resources Department to report the injury. The Supervisor may call the injury in independently if the employee is not able to participate. For further information on Injured Employee Protocol, refer to the Amador County Policies & Procedures Manual which is available in each County department.

34.3 Unsafe Equipment/Conditions:

As soon as practicable, an employee shall notify his/her immediate supervisor, and/or the Department Safety Officer, and the Department Head about any unsafe equipment or unsafe working condition. The immediate supervisor shall investigate, or cause to be investigated, reports of unsafe equipment, or unsafe working conditions, and shall advise the affected employees of any corrective actions to be taken. If the employee still believes that the situation is unsafe, the matter shall be referred to the Risk Analyst as soon as possible by the supervisor. The employee will not be required to work with the alleged unsafe equipment or unsafe working condition until a decision has been rendered by the immediate supervisor or the Risk Analyst, if the matter has been referred to the Risk Analyst. If the Risk Analyst is not available on a timely basis, the Agency/Department Head, or his/her designee, shall investigate the matter and make the decision for the Risk Analyst.

34.4 Right to Refuse Unsafe Work:

No employee shall be disciplined for having refused to work with equipment, or under conditions that they believe are unsafe, provided they do not continue to refuse to perform the work once an authorized representative of the State Division of Occupational Safety and Health (OSHA), or the Risk Analyst, or his/her designee, have determined the situation to be safe. An employee who unreasonably refuses to perform work is subject to discipline.

ARTICLE 35. LABOR-MANAGEMENT COMMUNICATIONS

The District Attorney and the Chief Assistant District Attorney shall meet upon a quarterly basis with the designated representatives of the ACDDAA for the purpose of discussing issues of importance to

either party. The meeting shall take place at a mutually convenient time and location. The ACDDAA and District Attorney management agree to create a system for identifying and communicating items for discussion in advance of the meeting and for post-meeting follow-up relevant to action items. In any given quarter a meeting may be waived or postponed upon the mutual consent of the parties. Such waivers shall be limited to the next upcoming quarterly meeting and shall not be considered for any other purpose. Parties agree to mutually alter the meeting schedule if necessary.

ARTICLE 36. DIRECT DEPOSIT AND PAY PERIODS

The dating and issuing of payroll warrants shall be on a bi-weekly basis. The County will offer direct deposit within two pay periods.

ARTICLE 37. FLEXIBLE WORK SCHEDULE

The Agency/Department Head, or his/her designee shall comply with the alternative work schedules as described in the County's General Bargaining Unit MOU.

ARTICLE 38. POLICY AND PROCEDURES MANUAL

All Deputy District Attorneys shall be provided with a copy of the Policies and Procedures manual upon hiring. The manual shall include policy update procedures and chain of command procedures pertaining to attorneys, investigators, and staff.

ARTICLE 39. DISCIPLINARY ACTIONS

39.1 Forms of Disciplinary Action: Disciplinary action may take the form of written reprimand, withholding of a step increase for more than six (6) months after the employee's applicable anniversary step date, suspension without pay, temporary reduction in pay in lieu of suspension, demotion, or discharge from service.

39.2 Just Cause: Subject to the exceptions set forth in sections 39.3 through 39.6 below, the County may implement disciplinary action or discharge against an employee only for just cause. For purposes of this Memorandum of Understanding, "just cause" includes, but is not limited to:

- a) Evident unfitness or unsuitability for service.
- b) Incompetence.
- c) Inefficiency.
- d) Inexcusable neglect of duty.

- e) Violation of any concerted activities provision.
- f) Absence from duty without leave authorized in accordance with the provisions of this Memorandum of Understanding.
- g) Insubordination or willful disobedience.
- h) Refusal or knowing failure to perform work in accordance with County or state job safety requirements.
- i) Fraud in securing employment with the County.
- j) Harassment in, or affecting, the work environment.
- k) Engaging in any employment, activity, or enterprise which is clearly incompatible, or in conflict with, or detrimental to, duties as a County employee, or to the duties, functions, or responsibilities of his/her department.
- l) Improper political activity.
- m) Error! Bookmark not defined.Dishonesty.
- n) Misuse, malicious damage, or theft of County property.
- o) Conviction of any felony or misdemeanor committed while on duty, involving moral turpitude, or directed against the County or any County employee.
- p) Accepting a plea of nolo contendere to any felony or misdemeanor described in section o above.
- q) Discourteous treatment of another employee or a member of the public while on duty, or off duty, if the discourteous treatment relates to County employment. Failure to maintain harmonious relations with other County employees while on duty.
- r) Use of, or being under the influence of, any controlled substance as defined by California Health and Safety Code 11007, or its successors while on duty; at any County worksite; or at any public place while wearing or displaying clothing, badges, or insignia identifying the employee as a County employee.
- s) Use of, or being under the influence of, alcohol or marijuana while on duty; at any County worksite; or at any public place while wearing or displaying clothing, badges, or insignia identifying the employee as a County employee.
- t) Breach of confidentiality as covered in departmental policies and County-wide policy as governed by the Amador County Policies & Procedures Manual.

- u) Engaging in inappropriate discriminatory activity against one (1) or more persons protected under state or federal law
- v) Inability or incapacity to perform assigned job duties.

39.3 Disciplinary Action Against Employees Serving a New Hire Probationary Period: A full or part-time new employee serving a new hire or promotional probation serves at will of the County and may be disciplined or terminated at any time during the probationary period by the County for any lawful reason. Such action is not subject to appeal.

39.4 Disciplinary Action Against Employees Serving A Promotional Probationary Period: An employee who has passed new hire probation who is serving a promotional probationary period may be disciplined or discharged from his or her promotional probationary position by the County at any time during the promotional probationary period and such action shall not be subject to appeal. However, such an employee discharged from the promotional position must be returned to a vacant and available position in his or her immediately preceding classification unless the employee is discharged entirely from County service for just cause. Such a discharge may be appealed as provided below.

39.5 Temporary and Extra Help Employees: Temporary employees and Extra Help employees serve at the will of the County and may be subjected to disciplinary action or discharge by the County for any lawful reason. Such action is not subject to appeal.

39.6 Oral Reprimands: Oral reprimands are not subject to just cause requirements or appeal.

39.7 Progressive Discipline:

The County may begin discipline at any level, depending on the employee's conduct. The County shall use progressive discipline unless the County believes a higher level of discipline up to and including dismissal to be the appropriate discipline based on the employee's conduct.

An initiator may discuss with the County Administrative Officer the appropriate level of discipline prior to beginning any disciplinary action. Such discussion shall not prevent the Chief Administrative Officer from being the Step 2 decision maker as set forth in this Article.

39.8 Notice of Discipline - Contents:

Any notice to an employee of a disciplinary action for which just cause is a requirement under this MOU, other than an oral reprimand, an unpaid suspension of three or fewer days (or an financially equivalent temporary reduction in pay) shall be in writing. Such notice shall contain the following information:

- A. The name, work address, and work telephone number of the initiator.
- B. The nature of the proposed action.

- C. A summary statement of the reason(s) for the proposed action.
- D. A true and complete copy of any supporting written documentation upon which the proposed action is based.
- E. The date upon which such proposed action is to become effective.
- F. A statement of the employee's right, prior to the effective date of such proposed action, to a meeting with the initiator (or other County designated Skelly Officer) at which meeting the employee shall be afforded a reasonable opportunity to respond to the charges orally, and/or in writing, to the initiator (or other County designated Skelly Officer).
- G. A statement of the employee's right to be accompanied by a representative of the employee's choice during such meeting.
- H. A statement of the employee's right to appeal the disciplinary action.

39.9 Service of Notice of Disciplinary Action on the Employee:

Service of the above notice on the affected employee shall be made either in person or by certified mail addressed to the employee's last known mailing address.

If the affected employee cannot be served in person nor by certified mail addressed to the employee's last known mailing address, or if for any reason the affected employee refuses or fails to take receipt of the notice, service shall be deemed complete three (3) days after the attempted service.

Service of a true and complete copy of the above notice, including all accompanying documentation, shall also be made upon an ACDDAA representative and upon the County Administrative Officer, on or before the date on which service of such notice is made upon the affected employee.

39.10 Status of Discipline:

Disciplinary action for which this Memorandum of Understanding requires a showing of just cause, other than written reprimands, suspension without pay of three or fewer days (or its financial equivalent temporary reduction in pay) shall not take effect until the Skelly procedures set forth below have been carried out or waived by the employee subject to discipline.

Step 1. Skelly Meeting:

If the County undertakes disciplinary action for which just cause is a requirement under this Article, and if such action takes the form of an unpaid suspension in excess of three work days (or a financially equivalent temporary reduction in pay), withholding of a step increase for more than six months beyond the anniversary date on which the increase would have otherwise taken effect, a demotion, or discharge from County service, the following will apply:

A. An employee may, within ten (10) working days after receipt of a notice of disciplinary action, request a meeting with the initiator (or other County designated Skelly Officer) and present the information and argument that he or she desires to submit to refute or elaborate the factual allegations, or to excuse or justify the employee's conduct, or to mitigate the employee's culpability for his or her conduct giving rise to the disciplinary action. The employee may respond to the charges with his/her oral, or written, statements or with written statements of others. This meeting is not an evidentiary hearing.

B. The parties may agree to tape or digitally record the meeting and shall make a copy of such recording available to the employee upon request within one (1) week from the close of such meeting.

C. The failure of an employee to request, or to appear for such meeting, shall constitute a waiver of the employee's right to such meeting, but not to appeal the action to the County Administrative Officer. In cases involving disciplinary action greater than a three day unpaid suspension (or equivalent temporary reduction in pay) or the withholding of a step increase for six months such failure to request a meeting or to appear shall not constitute a waiver to appeal the discipline to Arbitration, or the employee's responsibility for the costs of preparing and presenting their own case.

Following said meeting, or the employee's waiver thereof, the disciplinary action may be upheld, modified, or revoked. The decision shall be effected by the initiator giving written notice thereof to the employee with the effective date to be after the time allowed for an appeal to the CAO.

Within fifteen (15) calendar days of being given notice of the decision, the employee, or the initiator (if the meeting is held by an Agency/Department Head other than the initiator), may appeal the disciplinary action to the CAO.

Within fifteen (15) calendar days of being given notice of the disciplinary action, the employee may appeal the disciplinary action to the CAO.

Step 2. County Administrative Officer:

Any appeal shall be in writing, shall set forth clearly the factual and legal basis for the appeal, and shall be filed with the County Administrative Officer within the time limits as set forth in this Article.

The County Administrative Officer may conduct an investigation, and/or hearing, which shall not be an evidentiary hearing, and render a decision within 15 working days. Following the Step 2 hearing or investigation, he/she shall uphold, modify, or revoke the proposed disciplinary action and give written notice of his/her decision to the employee and the initiator. In cases of an unpaid suspension of pay of three or fewer days (or the financial equivalent temporary reduction in pay) or the withholding of a step increase for more than six months, the decision of the County Administrative Officer shall be final and binding on the Parties and the employee.

Appeal to Step 3:

Step 3. Arbitration:

In cases involving an unpaid suspension greater than three work days (or a financial equivalent temporary reduction in pay), the withholding of a step increase for more than six months, a demotion, or discharge from County service, the Association may appeal the Step 2 decision of the County Administrative Officer to arbitration within ten (1) working days of being given notice of the County Administrative Officer's decision or, if the County Administrative Officer does not respond to the appeal, within ten (10) work days of the deadline for the County Administrative Officer's decision. The Association shall submit any appeal to arbitration by written notice to the Director of Human Resources. The Director of Human Resources will request a list of seven (7) names from the State Mediation and Conciliation Service (SMCS) within ten (10) days following receipt of the Association's notice of appeal. The Parties will alternately strike names from the list until one remains, who shall serve as the arbitrator. The initial order of striking will be determined by flip of a coin.

The County shall make available for testimony in connection with this procedure any County employee whose appearance is requested by the employee or his/her representative or by the County.

An employee witness required to appear in connection herewith shall suffer no loss of pay or benefits.

The decision of the arbitrator shall be final and binding on the Parties.

Costs:

The Arbitrator's fees and expenses shall be paid in equal portions by the Association and the County. The Parties shall also pay equal portions of any fee levied by the SMCS for providing the list of arbitrators.

Administrative Leave:

In the event that any initiator decides to conduct an investigation into the activities of an employee which may lead to disciplinary or criminal action against the employee, or an employee has been given notice of proposed discipline which has not yet become effective, the initiator may, by written notice, place said employee on paid administrative leave. The notice shall state the reasons for placing the employee on administrative leave.

Incarcerated Employees: If a Deputy District Attorney is arrested and incarcerated or otherwise judicially restricted from performing his or her duties, the District Attorney may place the employee on leave without compensation until (and if) (1) the incarceration concludes, (2) the employee is otherwise judicially released so that he may appear at the District Attorney's Office, and (3) the employee is accepted by the District Attorney to return to duty or the employee's return to duty is validly ordered pursuant to the grievance procedure set forth in this MOU. During such absence from duty due to incarceration or other judicial restriction from appearing at the District Attorney's Office, the notice requirements, procedures, and deadlines set forth in steps 1 through 3 above are tolled to the

extent the relevant step(s) has not been waived or concluded. The tolling shall remain in place until the end of the incarceration or other judicial restriction from appearing at the District Attorney's Office, at which time the process shall resume. [NOTE: See Gilbert v. Homar, 520 U.S. 924 (1997)]

During the period of administrative leave, the employee shall be entitled to all pay and benefits normally accruing to said employee but said employee shall remain away from his/her workplace and shall not carry out any duties related to his/her job.

If no disciplinary action, or other charge, follows the placement on administrative leave, all notices and other references to the employee's placement on administrative leave shall be removed from the employee's personnel file.

ARTICLE 40. TRANSPORTATION

Mileage and Travel Allowances

Any employee required by the County to operate his/her vehicle in the performance of County business shall receive an allowance therefore at the rate governed by the Amador County Policies & Procedures Manual which may be increased by unilateral action of the Board of Supervisors at any time during the term of this Memorandum of Understanding. Employees who are required to use their private vehicles on County business shall be entitled to mileage reimbursement except that an employee who is called to work at his/her regular duty station shall not be eligible for mileage reimbursement.

If any employee is required by the County to travel outside the County during regular meal hours, the County shall, at its election, provide the regular meals for the employee or shall reimburse the employee for the documented actual cost of such meals in accordance with the allowances set forth in the Amador County Policies & Procedures Manual which meal allowances may be increased by unilateral action of the Board of Supervisors at any time during the term of this Memorandum of Understanding.

Other allowances shall be paid to employees for travel which is required by the County in accordance with the provisions outlined in the Amador County Policies & Procedures Manual.

ARTICLE 41. BAR DUES

The County shall pay for employees the cost of the State Bar Association dues necessary for the employee to practice law in California. The County shall only pay for the minimum cost of the dues (referred to on State Bar Membership Statement as membership fees) and shall not pay for any additional options such as CDCBA, CSCHS, lobbying, etc.

The County shall make the payment on or before February 1 of each year for an employee who has been employed as an Amador County Deputy District Attorney at least on January 1 of the year for which the dues are paid. The employee shall provide their invoice to the District Attorney's Fiscal

and Technical Services Assistant no later than January 1 of each year to ensure his/her dues will be paid before the due date.

ARTICLE 42. RECOMMENCEMENT OF NEGOTIATIONS

Either the ACDDAA or the County shall have the right to reopen negotiations on all subjects within the scope of representation by giving written notice to the other party of its election to reopen negotiations no earlier than June 1, 2026, and no later than August 1, 2026.

In the event that either the ACDDAA or the County elects to reopen negotiations in accordance with the above provision, their negotiations shall commence no later than August 10, 2026; provided, however, that neither the ACDDAA nor the County shall be relieved of its right or obligation to negotiate on all subjects within the scope of representation if their negotiations have not commenced by August 10, 2026.

ARTICLE 43. TERM, WITNESSES, AND SIGNATORS

Except as otherwise provided herein, the provisions of this Memorandum of Understanding shall become effective on October 1, 2023, and shall remain in effect through September 30, 2026. Thereafter, the provisions of this Memorandum of Understanding shall remain in effect year by year unless either the County or the ACDDAA notifies the other no later than August 1, 2026 of its request to modify, amend, or terminate this Memorandum of Understanding.

In witness whereof, this Memorandum of Understanding was ratified by a membership vote of the ACDDAA.


In witness whereof, this Memorandum of Understanding was ratified by a vote of the Board of Supervisors on December 5, 2023.


COUNTY OF AMADOR, CALIFORNIA

AMADOR COUNTY DEPUTY DISTRICT ATTORNEYS ASSOCIATION

By: 
Chairman, Board of Supervisors

By: 
Representative, ACDDAA

By: 
District Attorney

By: 
Representative, ACDDAA

APPENDIX A, DEFINITIONS

DEFINITIONS

The definitions in this Section shall govern the construction of this Memorandum of Understanding and shall have the respective meanings given below unless it is clearly apparent from the context that they are used in a different sense. The definition of a word shall apply to any of its variant.

401 (a) and 457 Plans. Tax advantaged retirement savings plans subject to Internal Revenue Codes.

Absenteeism. The unexcused non-attendance of an employee from his or her assigned workplace or duty.

Administration Level. This class is distinguished by overall responsibility for planning, organizing, directing, and supervising the activities of a major program area, division, or department. Work area and program management, rather than supervision or the performance of complex technical work in most non-professional areas, distinguish classes at this level. When supervisory responsibilities are present, they are often directed through other supervisory positions. Organizational complexity and size and program diversity may require more than administrative level in an occupational area.

Administrative Leave. Leave with pay and accrual of benefits, imposed at the direction of the County, upon an employee during the pendency of an investigation which may lead to disciplinary action against the employee, or when the employee appears unable to work, during which period the employee is not required to perform work, but is to remain available for recall to work upon short notice.

Age Discrimination in Employment Act (ADEA). A federal statute prohibiting employers with 20 or more employees from discriminating in employment against persons 40 years or older. Penalties for violating the ADEA include reinstatement with back pay and fringe benefits, plus reasonable attorney's fees.

Alternative Work Schedules. A change in the normal work schedule as defined in this Memorandum of Understanding.

Anniversary Date. The date upon which a regular employee becomes eligible for step advancement under the provisions of this Memorandum of Understanding.

Annuitant. CalPERS retiree who, without applying for Reinstatement From Retirement, returns to work with a CalPERS employer in a designated retired annuitant position.

Arbitration. The process of submitting a dispute or an unresolved grievance to an impartial third party for a binding decision.

Back Pay. An amount of pay due a worker for periods prior to the current pay period. Back pay is usually a form of an award for lost wages given through a court ruling or as a result of arbitration, or a remedy for a payroll error.

Bargaining Unit. A group of employees recognized by an employer under the Myers-Milias-Brown Act.

Bereavement Leave. Time taken off by an employee on account of the death of any member of his/her immediate or extended family.

Call-Back Pay. Guaranteed pay for a set minimum number of hours when employees are called back to work when they weren't originally scheduled.

Catastrophic Destruction. An extreme misfortune to property owned or possessed by an employee.

Catastrophic Leave. Time used by an employee who has experienced an extreme misfortune.

Class. All positions which are sufficiently similar, as to (1) kind or subject matter of work, (2) level of difficulty and responsibility, and (3) qualification requirements of the work, that they can be given the same title and can be assigned to the same range.

Classification. The grouping of positions into classes.

Collective Bargaining. The meeting between an employer and employee representatives to confer in good faith with respect to wages, hours, and other terms and conditions of employment. Such meetings usually result in the execution of a written contract incorporating any agreement reached.

Compensatory Time Off (CTO)(comp time). Paid time off given to reimburse an employee for extra time expended, usually in lieu of overtime pay.

Corrective Action. This term applies to taking action to correct a behavioral or performance problem.

County. The Board of Supervisors of the County of Amador or any employee holding a management position, or any person authorized by the Board of Supervisors or by any employee holding such management position to act in its/his/her behalf.

County Administrative Officer. Shall include any County officer or employee designated by the County Administrative Officer to act on his/her behalf.

Deferred Compensation. Compensation payments that accrue for use at some point in the future. Most deferred compensation payments include contributions to pension fund annuities. They are usually not fully taxable until benefits begin.

Demotion. An action resulting in a downward change in classification to a class with a lower salary.

Disability. Under disability non-discrimination law, a physical or mental impairment that substantially limits one or more of a person's major life activities. Under workers' compensation law, can be a temporary or permanent injury.

Disabled Individual. Under federal law, an individual who (1) has a physical or mental impairment that substantially limits one or more of his/her major life activities; (2) has a record of such impairment; or (3) is regarded as having such an impairment. A handicap is substantially limiting if it is likely to cause difficulty in securing a job, retaining a job, or advancing in employment.

Discharge. A separation of the employment relationship for reasons of violation of standards of conduct or safety regulations, unsatisfactory job performance, or any reason deemed to warrant separation must be made for just and sufficient cause.

Discrimination. As generally used in personnel law, discrimination refers to the unlawful adverse treatment of an employee or group of employees, whether intentional or unintentional, based on such characteristics as race, color, national origin, religion, sex, handicap, age, or veteran status. The term also includes the failure to remedy the effects of past discrimination.

Documentation. Records, usually written, kept by employers as proof of actions taken in the workplace. Examples of documentation include performance appraisals and written warnings.

Drug-Free Workplace Act. A federal law enacted in 1988 which requires federal contractors to implement policies to assure the existence of a drug-free workplace. Among other requirements, the Act mandates employee notification statements, a drug-free awareness program, and notice to an agency of convictions. Violations could lead to debarment from future contracts for up to five (5) years.

Employee. Any person who has been hired by the County and who has assumed the tasks of a deputy district attorney whose classification is within this unit.

Employee Assistance Program (EAP). A program provided by employers to help employees handle problems such as alcohol and drug abuse, or emotional disturbances.

Employee Wellness Program. A monetary program provided by employers to go towards reimbursement for employees who participate in a physical fitness program approved by the Human Resources Director, or designee.

Entry Level. This is normally a trainee level. Employees perform the more routine, less complex job assignments, while learning the more complex operations, policies, assignments, policies, and programs related to their work area. Initial job assignments require only limited previous work experience and background.

Equal Employment Opportunity. A doctrine requiring that applicants and employees not be discriminated against in employment on the basis of certain non-job-related criteria, specifically race, color, religion, sex, national origin, age, disability.

Equal Employment Opportunity Commission (EEOC). This Commission was created by Title VII of the Civil Rights Act of 1964 to act as an enforcement agency of that Act. The Commission has two main purposes: (1) to end discrimination based on race, color, religion, age, sex, or national origin in hiring, promotion, firing, wages, testing, training, apprenticeships, and all other conditions of employment; and (2) to promote voluntary action programs by employers, Associations, and community organizations to promote equal employment opportunities.

Exempt. An employee classification designated by the Fair Labor Standards Act (FLSA). An employee's status as exempt or non-exempt establishes whether that employee is subject to overtime under the FLSA. Executives, administrative employees, professional employees, and employees engaged in outside sales are classified as exempt from overtime pay requirements.

Exit Interview. A structured interview at the time of termination to inform employees of rights and benefits, and to gather information about organizational climate, culture, and problems.

Fair Labor Standards Act (FLSA). A federal law, enacted in 1938 and subsequently amended, which governs minimum wage, overtime pay, equal pay for men and women in the same type of jobs and child labor. The law also has extensive record-keeping requirements.

Family Definitions:

Immediate Family. Employee's parent, child, spouse/registered domestic partner and child of domestic partner.

Extended Family. Employee's parent, stepparent, foster parent, grandparent, brother, stepbrother, sister, stepsister, child, grandchild, uncle, aunt, nephew, niece, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse/registered domestic partner or child of domestic partner.

Family and Medical Leave Act of 1990. Requires employers with 50 employees in a 75 mile-radius to offer those employees up to 12 weeks of unpaid leave to care for a newborn or adopted child, or a seriously ill child, spouse, or parent, or the employee's own serious illness.

Flex Schedule. A scheduling plan that permits employees to choose their own working hours by scheduling around certain core hours in the middle of the day.

Grievant. A specific, named employee or employees covered by this Memorandum of Understanding and shall not include the Association or a class or group of employees not identified by name along with specific grievances.

Immediate Family. The employee's parent, spouse, child, registered domestic partner and child of domestic partner.

Extended Family (for Bereavement Leave)
Employee's parent, stepparent, foster parent, grandparent, brother, stepbrother, sister, stepsister, spouse, child, grandchild, uncle, aunt, nephew, niece, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or registered domestic partner and child of domestic partner.

Incumbent. A person currently occupying a particular position.

Job Description. A summary of the most important features of a job, including the general nature of the work performed, specific task responsibilities, reporting relationships, and working conditions.

Licensed Health Care Practitioner. (A) A physician, surgeon, physician's assistant, nurse practitioner, osteopathic practitioner, chiropractic practitioner, physical therapist, podiatrist, optometrist, dentist, or psychologist licensed by the State of California and acting within the scope of his/her practice as defined by California state law; or (B) any other health care practitioner mutually agreed upon in writing by the County and the employee; provided, however, that either the County or the employee may terminate such Agreement by giving seven (7) days written notice to the other party.

Life Partner. For the purposes of this MOU, life partner shall include but not be limited to any person cohabiting with the employee on a sustained basis for at least the previous twelve months while not paying to or receiving rent or other consideration from the employee.

Moral Turpitude. Conduct contrary to justice, honesty, modesty, or good morals.

New Employee Orientation. The guided introduction of new employees to their job, the work environment, and the culture of County government.

Occupational Disease/Illness. Condition or disease arising out of, and in the course of, employment.

Occupational Safety and Health Administration (OSHA). A federal agency created in 1970 to establish health and safety standards for the workplace and to ensure that all U.S. workers have a safe, healthy work environment. The agency is vested with the power to inspect and issue citations to organizations which violate the safety standards encompassed in OSHA regulations.

Pay. Wages earned by, and payable to an employee or, for the purposes of determining paid status, disability insurance/workers' compensation temporary disability indemnity payments payable to an employee in accordance with the provisions of this Memorandum of Understanding, or in accordance with state and/or federal law.

Performance Appraisals. A system of review and appraisal of an individual's job performance as described in County policy. This system should influence an employee's job-related behaviors and when used constructively can help improve employee performance.

Permanent. An employee who has successfully completed the requirements of a probationary period for his/her position.

Human Resources Director. Shall include any County officer or employee designated by the Human Resources Director to act on his/her behalf in his/her absence.

Position. A set of tasks, i.e., duties and responsibilities, assigned by the County to be performed by an employee, which has a title, classification, and job description.

Probationary Period. A period of time commencing from the date of hire during which a new employee receives close supervision to perform the job. It is also a time during which the new employee and the employer may appraise the appropriateness of retaining the employee for the position (usually for a period of six months).

Professional Employee. Employees engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction, including, but not limited to: attorneys, physicians, registered nurses, engineers, architects, teachers, and the various type of physical, chemical, and biological scientists.

Progressive Discipline. An approach to imposing disciplinary action in which a lesser penalty may be appropriate for an offense the first time it is committed and more severe penalties are imposed for committing the same or other offense again.

Promotion. A merit-based upward change in the wage of an employee as a result of the appointment of an employee to probationary status in a position within a new classification with a higher designated range of the classification from which such employee was promoted.

Range. One of the numerically designated wage levels established by this Memorandum of Understanding.

Recruitment. The process of attracting, on a timely basis, a sufficient number of qualified candidates to apply for job openings within an organization.

Rest Period. A period during work time during which an employee is free from any requirement to perform work or to be available to perform work for the County.

Separation. Termination of the employment relationship for any reason. Includes resignation, release, death, retirement, reduction in force, or discharge. Whenever possible, employees shall give a minimum of two (2) weeks notice of the final separation date. No employee shall be allowed to extend their

separation date by using vacation, holiday, compensatory time off (CTO), sick leave, or professional leave. No employee shall be allowed to extend their separation date in order to maintain their health coverage.

Sexual Harassment. Sexual conduct where submission to, or rejection of, such conduct affects terms or conditions of employment; that substantially interferes with an employee's ability to perform the job; or that creates a hostile work environment as described in County Policy.

Shift Differentials. Extra pay allowances made to employees who work on a shift with hours that may represent a hardship. Shift differentials usually are expressed as a percentage of pay, or in cents per hour.

Sick Leave. Time for which the employee is paid when he or she is not working due to illness or injury.

Standby. A period during which an employee is not ordinarily required to perform work for the County, but is required to be available, upon short notice, to perform work, for which a specified stand-by compensation rate is provided in the event the employee is not called to perform work, with the regular rate of pay for the period or periods the employee is required to work.

Step Advancement. An upward change in the wage of an employee based on time in grade by means of progression to the next step within the range.

Steward. A County employee who is a member of the General Unit elected to represent other Unit employees in their relations with the County.

Supervisor. An FLSA exempt individual with the employer's delegated responsibility and authority to hire, transfer, suspend, layoff, recall, promote, discharge, discipline, or direct other employees - or effectively recommend such action.

Suspension Without Pay. Removal of an employee from his/her assigned position and from paid status, without pay, for a period of time during which the employee would otherwise be required to work, as a result of disciplinary action effected in accordance with the provisions of Section 19 of this Memorandum of Understanding.

Termination. An involuntary separation of the employment relationship for disciplinary reasons.

Title VII of the Civil Rights Act of 1964. A section of the 1964 Civil Rights Act that prohibits employment discrimination on the basis of race, color, sex, religion, or national origin.

Association Representative. An employee of the Association and not of the County who represents Unit employees in their relations with the County.

Worker's Compensation Insurance. Medical benefits and pay provided for employees who have had work-related accidents or for dependents of accident victims.

Y-Rate. The freezing of an employee's pay level when, as the result of a transfer or reclassification, an employee would otherwise be placed in a lower classification with a lower pay scale, which freeze shall continue until, through step increase, promotion, or cost-of-living increase, the pay scale for the classification in which the employee is working exceeds the level at which the pay was frozen.

**APPENDIX B
ACDDAA EMPLOYEES
CLASSIFICATIONS AND WAGES
ACDDAA EMPLOYEES
6.5% Increase
Effective 7/01/2023**

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
3847	Deputy District Attorney I	\$43.05	\$45.20	\$47.46	\$49.84	\$52.33	E
4270	Deputy District Attorney II	\$47.28	\$49.64	\$52.13	\$54.73	\$57.47	E
4750	Deputy District Attorney III	\$52.08	\$54.68	\$57.42	\$60.29	\$63.30	E
5262	Deputy District Attorney IV	\$57.20	\$60.06	\$63.06	\$66.22	\$69.53	E
5262	Program Manager-Special Prosecutions Unit	\$57.20	\$60.06	\$63.06	\$66.22	\$69.53	E

**APPENDIX B
ACDDAA EMPLOYEES
CLASSIFICATIONS AND WAGES
ACDDAA EMPLOYEES
3% Increase
Effective 9/29/2024**

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
3976	Deputy District Attorney I	\$44.34	\$46.56	\$48.88	\$51.33	\$53.90	E
4412	Deputy District Attorney II	\$48.70	\$51.13	\$53.69	\$56.38	\$59.20	E
4906	Deputy District Attorney III	\$53.64	\$56.32	\$59.14	\$62.10	\$65.20	E
5433	Deputy District Attorney IV	\$58.91	\$61.86	\$64.95	\$68.20	\$71.61	E
5433	Program Manager-Special Prosecutions Unit	\$58.91	\$61.86	\$64.95	\$68.20	\$71.61	E

**APPENDIX B
ACDDAA EMPLOYEES
CLASSIFICATIONS AND WAGES
ACDDAA EMPLOYEES
3% Increase
Effective 9/28/2025**

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
4109	Deputy District Attorney I	\$45.67	\$47.95	\$50.35	\$52.87	\$55.51	E
4558	Deputy District Attorney II	\$50.16	\$52.67	\$55.30	\$58.07	\$60.97	E
5067	Deputy District Attorney III	\$55.25	\$58.01	\$60.91	\$63.96	\$67.16	E
5610	Deputy District Attorney IV	\$60.68	\$63.71	\$66.90	\$70.24	\$73.76	E
5610	Program Manager-Special Prosecutions Unit	\$60.68	\$63.71	\$66.90	\$70.24	\$73.76	E