

# MEMORANDUM OF UNDERSTANDING

BETWEEN THE  
COUNTY OF YOLO  
AND THE  
YOLO COUNTY  
DEPUTY SHERIFF'S ASSOCIATION

JULY 1, 2014 - JUNE 30, 2017

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## MEMORANDUM OF UNDERSTANDING

Between  
The County of Yolo County  
and  
The Deputy Sheriff's Association

This MEMORANDUM OF UNDERSTANDING is entered into by and between the County of Yolo, hereinafter referred to as the County, and the Yolo County Deputy Sheriff's Association, hereinafter referred to as the Association.

Official notification shall be made by personal service, or by placing a copy of the document in the inter-office mail addressed to the other party at:

President  
Yolo County Deputy Sheriffs Association  
Post Office Box 63  
Woodland, California 95776-0063

Director of Human Resources  
County of Yolo  
625 Court Street, Room 101  
Woodland, California 95695

If inter-office mail is used, a copy shall be sent to the other party by U. S. Mail at the above address. Any use of the County's interdepartmental mail system by any person for official service or notification is done at the sender's risk of non-receipt by the addressee, in which event such service or notification shall not be effective.

### PREAMBLE

It is the purpose of this Memorandum of Understanding to achieve and maintain harmonious relations between the County and the Association, to provide for equitable and peaceful adjustment of disputes which may arise, and to establish wages, hours, and other conditions of employment.

### ARTICLE 1 RECOGNITION

1 Exclusive Representative

Pursuant to the provision of Resolution No. 89-113 (Employer-Employee Relations Resolution of the County of Yolo) and Resolution No. 78-167, the Board of Supervisors, by Minute Order Nos. 78-667, 78-668 and 79-06, designated Association as the exclusive employee organization for a unit designated as the Sheriff's Unit consisting of Deputy Sheriffs, defined as full-time peace officers as that term is defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code. The Association is also the exclusive representative for the classifications of DA Investigator I and DA Investigator II. Excluded from representation by this unit is elected officials and employees in the classifications of Undersheriff-Coroner, Assistant Sheriff-Coroner, Captain, Lieutenant and Sergeant.

## **ARTICLE 2 MANAGEMENT RIGHTS**

2 Except as otherwise limited by a specific term of this Agreement, the County has and retains the sole and exclusive rights and functions of management including, but not limited to, the following:

To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.

To manage all facilities and operations of the County including the methods, means and personnel by which the County operations are to be conducted.

To schedule working hours and assign work.

To establish, modify or change work schedules or standards.

To direct the work force, including the right to hire, assign, promote, demote or transfer any employee.

To determine the location of all work assignments and facilities.

To determine the layout and the machinery, equipment or materials to be used.

To determine processes, techniques, methods and means of all operations, including changes, allocation or adjustments of any machinery or equipment, except where such impacts employee safety.

To determine the size and composition of the work force.

To determine policy and procedures affecting the selection or training of employees.

To establish, assess and implement employee performance standards, including, but not limited to, quality and quantity standards; the assessment of employee performances; and the procedures for said assessment.

To control and determine the use and location of County employees, property, material, machinery or equipment.

To schedule the operation of and to determine the number and duration of shifts.

To determine safety, health and property protection measures within the extent of the law.

To transfer work from one job site to another or from one location or unit to another.

To introduce new, improved or different methods of operations, or to change existing methods.

To layoff employees from duty for lack of work, lack of funds or other reasonable and legitimate operational needs.

To reprimand, suspend, discharge or otherwise discipline employees.

To establish, modify, determine or eliminate job classifications.

To promulgate, modify and enforce work and safety rules, and regulations.

To take such other and further action as may be necessary to organize and operate the County in the most efficient and economical manner and in the best interest of the public it serves.

### **ARTICLE 3 ALTERNATIVE WORK SCHEDULE**

#### **3            Scheduling.**

The Sheriff and District Attorney may adopt and implement an alternative work schedule that meets the needs of the Department.

The Association shall receive thirty (30) calendar days prior notice relative to the implementation of an alternative work schedule.

For purposes of this section, alternative work schedule shall mean a shift other than the traditional 5-8 (consisting of five days, eight hours per day shift.)

3.1.1        For purposes of this section, alternative work schedules for Deputy Sheriff shall be either a 4-10 schedule (consisting of four (4) days, ten (10) hours per day shift) or a 3-12 schedule (consisting of three (3) days, twelve hours per day shift with one (1) day, eight (8) hours per day shift).

3.1.2        Patrol deputies shall be assigned a 3-12 alternative work schedule. Such schedule may include a day shift cover team from 0400 – 1600 hours and a swing shift cover team from 1400-0200 hours.

3.1.3        Unless waived by mutual agreement, the Sheriff and the Association shall meet quarterly concerning the efficacy of the 3-12 alternative work schedule and to determine whether the needs of the Department are being met.

3.1.4        DA Investigators will have available the following alternative work schedules:

3.1.4.1      4/10 Schedule: A biweekly work schedule consisting of eighty (80) hours of work scheduled for eight (8) workdays consisting of ten (10) hours of work scheduled on each work day and no more than forty (40) hours of work scheduled per week; or

3.1.4.2      Flextime Schedule: A weekly work schedule consisting of forty (40) work hours during five (5) work days at other than normally scheduled hours (flex time); or

3.1.4.3      9/80 Schedule: A biweekly work schedule consisting of eighty (80) hours of work in nine (9) workdays, and with no more than nine (9) hours scheduled on any workday. Such a schedule shall require designation of a work week which starts and ends at noon on Mondays or noon on Fridays for employees on such a schedule and shall involve forty (40) regular hours worked in such a designated week. For employees who have an approved 9/80 work schedule which provides for the work week to start at noon on Monday, such employees shall have the first Monday in the pay period as a day off. For employees who have an approved 9/80 work schedule which provides for the work week

to start at noon on Friday, such employees shall have the last Friday of the pay period as a day off; or

- 3.1.5 Deputy Sheriffs will have available the 4-10 alternative work schedule and the 3-12 alternative work schedule.

The alternative work schedule, may be discontinued upon thirty (30) days prior written notice if it is determined that such a schedule inhibits the maintenance of departmental operation and/or service. In the case of a community emergency (i.e. flood, riot, earthquake, and the like) such notice requirement shall be waived and notice provided as expediently as possible. The alternative work schedule shall resume when the emergency conditions cease.

#### **ARTICLE 4 EDUCATIONAL INCENTIVE/LONGEVITY PAY**

4 Educational Incentive/Longevity Pay Program.

Employees shall receive a two and one-half percent (2.5%) increment above base pay for holding a POST intermediate certificate

Employees shall receive a five percent (5.0%) increment above base pay for holding a POST advanced certificate.

Employees shall receive a two and one-half percent (2.5%) increment above base pay for obtaining a two-year (2-year) college degree from an accredited college or university.

Only those employees who were receiving a five percent (5%) increment above base pay for completion of ninety (90) semester units from an accredited college or university prior to March 7, 2000 shall continue to receive such increment.

Employees shall receive a five percent (5.0%) increment above base pay for obtaining a four-year (4-year) college degree from an accredited college or university. Employees who were receiving a seven and one-half percent (7.5%) increment for this contract article prior to Board adoption, shall continue to receive the increment in accordance with the criteria of this article.

The maximum increase in base pay under this Article shall be a total of ten percent (10.0%) by stacking a maximum of two (2) incentives.

Longevity Pay Program.

- 4.1.1 Effective with the first pay period in July, 2010, employees shall be eligible for the longevity pay program described in 4.7.3. Until July, 2010, employees hired before July 1, 1981 are eligible for the longevity pay program described in 4.7.2.

- 4.1.2 Employees to whom a longevity pay plan is applicable shall be eligible for advancement to the "L1" step of their salary range on their salary anniversary date after five (5) years continuous service rendered at "E/5" step. Such employees shall be eligible for advancement to the "L2" step of their salary range on their salary anniversary date after five (5) years continuous service rendered at "L1" step.

- 4.1.3 Employees in the bargaining unit shall be eligible for a two and one-half percent (2.5%) increase in salary after ten (10) years of service to the county, provided the last annual performance evaluation was overall satisfactory or above. Employees in the bargaining unit shall be eligible for an additional two and one-half percent (2.5%) increase in salary for a total of five percent (5%) after fifteen (15) years of service to the county, provided the last annual performance evaluation was overall satisfactory or above. Employees in the bargaining unit shall be eligible for an additional two and one-half percent (2.5%) increase in salary for a total of seven and one-half percent (7.5%) after twenty (20) years of service to the county, provided the last annual performance evaluation was overall satisfactory or above.

## **ARTICLE 5 SHIFT ROTATION**

- 5 Except for Resident Relief Deputies and CAP deputies, patrol and detention facilities shifts shall rotate every six (6) months, in January and July. Bargaining unit employees shall be allowed to bid for and be assigned to shifts by seniority. Bidding for shifts will begin on May 1 for July rotation and on November 1 for January rotation.

Senior employees shall be allowed their first choice of shifts.

Each selection slot shall list regularly scheduled days off, if applicable.

Exceptions to this basic policy may be made by the department for operational necessity.

## **ARTICLE 6 PROMOTION**

- 6 Deputy Sheriff Promotion

Promotion from Deputy Sheriff I to Deputy Sheriff II shall occur as vacancies become available in the Courts unit. Promotion from Deputy Sheriff II to Deputy Sheriff III shall occur as vacancies become available on the Patrol unit. Individuals shall be promoted to Deputy Sheriff II and III by seniority. Individuals with seniority may decline the opportunity to promote.

### Salary on Promotion

Any employee who is promoted to a position having a higher salary range than the position formerly occupied shall receive the minimum step in the new range (not exceeding Step "5/E" unless the employee is currently receiving a longevity step), which most closely approximates a five percent (5%) increase with a minimum increase of four percent (4%). This change shall take effect as of the date the appointment becomes effective. Any employee who is eligible for a merit step advancement in his/her present salary range shall receive such advancement first. The employee shall receive a new salary anniversary date upon appointment.



**ARTICLE 7  
TRANSFER POLICY**

7           Transfers.

The Department reserves the right to transfer employees in this unit in accordance with the needs of the department and in accordance with this Article.

The provisions of Article 9 Disciplinary Procedure shall not be read as limiting in any way the Sheriff's Department or Office of the District Attorney's right to transfer employees for reasons of performance, departmental efficiency or other legitimate operational reasons.

No bargaining unit employee shall be transferred without reason.

This transfer policy is applicable to all employees in this unit.

Worksite and Shift Transfer.

7.1.1           An employee covered by this Agreement may be permanently transferred between assignments or shifts upon fifteen (15) calendar day's prior written notice. This fifteen (15) days notice period may be waived at the written request of the employee.

7.1.1.1           If departmental efficiency or other legitimate operational reasons require permanent transfers of non-probationary employees, the procedure for these transfers shall be as follows:

(1)

- 1)       A memorandum shall be posted announcing the position(s) and the qualifications required. This memorandum shall also advise employees to submit a memorandum of interest if they wish to voluntarily transfer to the position(s).
- 2)       The most qualified candidate shall be selected. Equally qualified employees shall be selected for the position(s) on the basis of seniority.
- 3)       If openings still exist they shall be filled by involuntary reassignment in order of reverse seniority of qualified personnel in the classification of the position vacancy.
- 4)       Permanent openings created by these permanent transfers shall be filled by this same procedure.
- 5)       Temporary openings created by these permanent transfers shall be filled according to the temporary transfer policy in this M.O.U. (7.5.2, 7.5.3, 7.5.3.1, 7.5.3.2, 7.5.3.2.2, 7.5.3.2.3, 7.5.3.2.4, 7.5.3.2.5, 7.5.3.2.6, 7.5.3.2.7).
- 6)       This entire Section 7.5.1.1 shall not apply to the filling of positions listed in sections 8.1.1-8.1.9.

7.1.2           An employee may be transferred temporarily upon two (2) working days prior notice; provided, however, in case of an emergency such notice need not be given.

7.1.3           Temporary worksite or shift transfers shall be for a period not to exceed thirty (30) working days with the following exceptions:

7.1.3.1           Voluntary transfers which may be for any agreed upon period of time;

7.1.3.2           Temporary training transfers to the following training programs (when and if established):

Field Training Program (FTP) and Court Services Training Program (CSTP) with the following exceptions:

- (1) In all sections to which employees shall be temporarily transferred for training, objective criteria shall be established and made available to all employees;
- (2) Temporary training transfers may be for a period of one (1) to three (3) months which may be extended for up to an additional three (3) months only if it is determined that the employee requires the additional training to reach satisfactory performance levels;
- (3) Temporary transfers for training or retraining of non-probationary employees shall not occur more frequently than one assignment every two (2) years and shall require sixty (60) calendar days written notice unless all or part of the notice period is waived by the employee;
- (4) After completing training, a non-probationary employee shall be returned to his/her previous assignment unless he/she does not wish to do so and he/she requests to fill an opening in the unit to which he/she was temporarily assigned or may request to fill an opening in another unit.
- (5) The openings created by temporary transfers of employees for training shall either be temporarily filled, first on a voluntary basis, or then by an appointment in reverse order of seniority. Selection shall be made from a list of three (3) least senior employees qualified to fill the position.
- (6) Employees permanently transferred to an assignment or shift shall have the opportunity to avail themselves of the rotation policy outlined in Article 5.
- (7) "Transfer" shall not include temporary assignment for a portion of a work day or work days to a different work location during regularly assigned working hours.
- (8) Newly hired employees may be placed directly into the Field Training Program.

Voluntary Position Transfer.

- 7.1.4 A Deputy Sheriff wishing to transfer into the detective, boat patrol, civil deputy, YONET, FTOP, CSTP, and CAP sections, may avail themselves of the selection process outlined in Article 6.
- 7.1.5 Any employee wishing to transfer to any other assignment or shift not outlined in 7.6.1 above shall notify their supervisor in writing (via the chain of command) of his/her desire to do so.

**ARTICLE 8  
SELECTION PROCESS/LATERAL ASSIGNMENTS**

8 Applicable Positions.

The process outlined in this Article is applicable to the selection of Deputy Sheriff personnel for positions assigned to the following sections only:

8.1.1 Detective

- 8.1.2 Boat Patrol
- 8.1.3 YONET
- 8.1.4 Civil Deputy
- 8.1.5 FTO
- 8.1.6 CSTO
- 8.1.7 CAP

This selection process is designed to select persons for lateral transfer into the sections outlined in Section 8.1. above. Selection for these positions should in no way be construed as a promotion; rather this Article is established to provide Deputy Sheriffs a selection process to apply for lateral transfer to another Deputy Sheriff assignment in one of the sections outlined above.

Grievability.

- 8.1.8 No portion of this Article, including the final selection of personnel, shall be grievable.

Position Notice.

- 8.1.9 When a position in one of the sections outlined in Section 8.1 becomes available, the Sheriff or his/her designee shall issue a vacant position notice with the department. The notice shall include a brief description of the duties of the position, the minimum qualifications required for the position, and the deadline for receiving applications. The notice of vacancy shall be posted for ten (10) calendar days. The first day of posting shall be at least twenty (20) calendar days prior to filling the position.

Memo of Interest.

- 8.1.10 Employees interested in applying for the vacancy shall submit a memo of interest and an updated resume to the individual designated in the announcement of vacancy.

Interviews.

- 8.1.11 Each applicant who submits a memo of interest and a résumé that demonstrates that he/she meets the minimum qualifications for the position will be interviewed by an interview panel established by the department.

Selection Criteria.

- 8.1.12 The following factors for selection shall be used in the selection process:
  - 8.1.12.1 Education
  - 8.1.12.2 Training
  - 8.1.12.3 Experience
  - 8.1.12.4 Physical condition
  - 8.1.12.5 Disciplinary record
  - 8.1.12.6 Attendance record
  - 8.1.12.7 Communication skills, oral and written
  - 8.1.12.8 Evaluations
  - 8.1.12.9 Seniority
  - 8.1.12.10 Career development
  - 8.1.12.11 The nature of the assignment
  - 8.1.12.12 Location of residence, if response time is a factor or if assignment of vehicle is

- contemplated.
- 8.1.12.13 Other factors as determined by the department to be necessary and appropriate.

Notification.

- 8.1.13 Each applicant shall be notified regarding the final selection for the position. If not selected for the position, reason(s) for non-selection shall be provided in writing.

Temporary Position.

- 8.1.14 The Sheriff or his/her designee shall have the right to temporarily fill positions outlined in Section 8.1 above pending the completion of the selection process and selection of an employee for the vacancy.

Transfer.

- 8.1.15 The Sheriff shall have the right to transfer any employee out of the sections outlined above consistent with the Article 7 Transfer of this Agreement.

Alternate Procedure.

- 8.1.16 In the event that no notices of interest are received from applicants for the positions outlined in Section 8.1, or in the event none of the applicants is determined to be qualified, the Sheriff may reopen the selection process in accordance with the procedure set forth herein or assign an employee pursuant to the provisions of the transfer policy.

**ARTICLE 9  
GRIEVANCE PROCEDURE**

9 Purpose.

The purpose of this procedure is to provide an equitable and orderly process for reviewing and resolving employee grievances at the lowest possible administrative level in the shortest possible time.

Definitions.

- 9.1.1 Grievance. A grievance is a claim that a specific provision of this agreement has been violated, misapplied or misinterpreted in a way that adversely affects an individual grievant and/or the entire membership of the Association. Disciplinary Actions shall not be subject to grievance pursuant to this Article.
- 9.1.2 Grievant. A grievant is (1) any individual employee represented by the unit who is filing a grievance; (2) any group of employees adversely affected in a substantially similar manner who are consolidated as a single grievance by the County and thereafter represented by a single grievant; or (3) the Association when the grievance alleges a violation that affects the Association as a whole.
- 9.1.3 Association Grievances. The Association shall have standing under this procedure to initiate a grievance only over alleged violations of a specific section(s) of this Agreement that affects the Association. In order to exercise such standing the Association must provide sufficient information to allow a complete investigation.

9.1.4 Yolo County Grievance Form. The Yolo County Grievance form shall be the sole form used for the filing of a formal grievance and shall be completed and presented at each level of the grievance process.

9.1.4.1 The completed form shall contain:

- (1) The name of the grievant;
- (2) The class title;
- (3) The department;
- (4) The mailing address of the grievant;
- (5) A clear statement of the nature of the grievance citing the applicable agreement section and the specifics of the violation;
- (6) The date(s) the alleged violation occurred;
- (7) A proposed solution to the grievance;
- (8) The date of execution of the grievance form;
- (9) The date of the presentation of the informal grievance and the name of the person with whom the grievance was discussed;
- (10) The signature of the grievant; and
- (11) The name and signature of the grievant's representative, if any.

Once filed, substantial amendments to a grievance can only be amended by mutual agreement.

9.1.4.2 Grievances, other than Association grievances, shall be initially signed by the employee or employees filing the grievance.

9.1.4.3 After the initial filing of the grievance, the Association representative may sign the Yolo County Grievance Form on behalf of the grievant(s).

9.1.5 Appointing Authority. The Appointing Authority shall be the Department Head, the Acting Department Head, or the person whose duties most closely correspond to those traditionally assigned to a Department Head.

#### General Provisions.

9.1.6 This procedure shall be the exclusive procedure for adjusting grievances of employees within the bargaining unit.

9.1.7 No reprisal of any nature shall be taken against any employee for participating in the grievance procedure.

9.1.8 The grievant must be present at every level of the proceeding and may be represented at any formal level of this procedure by a representative of his/her choosing at any level of this procedure after the initial informal discussion with his/her supervisor. In those grievances where the employee is not represented by the Association, the County will notify the Association of the existence of the grievance by forwarding a copy once it has been received.

9.1.9 The grievant, the grievant's witnesses and representative shall suffer no loss of compensation or benefits while participating in this procedure.

9.1.9.1 Subject to Association release time, employee representatives may investigate formal grievances filed by employees.

- 9.1.9.2 Unless otherwise agreed between the parties and confirmed in writing, Association release time shall include no more than thirty (30) minutes preparation time per grievance level. Proceedings shall, whenever possible, be held during normal working hours. If held at other than grievant's normal working hours the grievant may, if staffing allows, be entitled to the equivalent number of hours off on an hour-for-hour basis.
- 9.1.9.3 Grievance meetings with management shall be considered time worked.
- 9.1.10 If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized and any right to pursue the grievance further shall be deemed waived and abandoned.
- 9.1.11 If a supervisor or manager fails to respond with an answer within the prescribed time period, the grievant may appeal his/her grievance to the next higher level as if the grievant had received a denial of the grievance on the last day specified for the response.
- 9.1.12 Time limits are considered an integral and important part of this procedure and may not be waived or ignored except by mutual written consent of the parties, which is confirmed in writing.
- 9.1.12.1 Parties recognize the need to expedite resolution of all grievances and the time limits set are maximums.
- 9.1.12.2 By mutual consent, which is confirmed in writing, the parties may waive or consolidate any step(s) of the grievance process.
- 9.1.13 Preambles, purpose clauses and administrative procedures of this agreement shall not be subject to grievance.
- 9.1.14 Upon voluntary termination of a grievant, his/her outstanding grievance shall be jointly reviewed by the remaining parties and if the remedy is no longer available the grievance shall be determined to be moot and shall be withdrawn.
- 9.1.15 Unless otherwise defined, all days are calendar days.
- 9.1.16 Any written response or meeting requirement by a manager of appointing authority may be provided by his/her designee.
- 9.1.17 Document service between parties to a grievance shall be made in person, by properly addressed first class U.S. Mail, or by FAX with confirming copy mailed. If parties agree in advance, service by e-mail will be acceptable.

#### Informal Resolution.

- 9.1.18 An aggrieved employee shall first discuss the grievance with his/her immediate supervisor and identify the discussion as the informal step of the procedure.
- 9.1.19 Within ten (10) calendar days from the event giving rise to the grievance or from the date the employee could reasonably have expected to have had knowledge of such event, but in no event longer than ninety (90) calendar days from the act or omission, the

grievant shall discuss orally his/her grievance with his/her immediate supervisor. The supervisor shall have ten (10) days to give an oral response to the employee.

#### Formal Levels.

- 9.1.20 Level I. If a grievant is not satisfied with the resolution proposed at the informal level, he/she may within ten (10) days of receipt of such answer file a formal written grievance on a completed Yolo County Grievance Form with his/her manager. Within ten (10) days the manager or designee shall have a meeting with the grievant and within ten (10) days thereafter give a written answer to the grievant.
- 9.1.21 Level II. If the grievant is not satisfied with the written answer from his/her manager the grievant may, within ten (10) days from the receipt of such answer, file a written appeal to the appointing authority. Within ten (10) day of the receipt of the written appeal the appointing authority shall investigate the grievance, which shall include a meeting with the concerned parties, and thereafter shall give a written answer to the grievant within ten (10) days.
- 9.1.22 Level III. If the grievant is not satisfied with the written answer from the appointing authority, the grievant may, within ten (10) days of such answer file a written appeal to the Director of Human Resources. Within ten (10) days of the receipt of the written appeal, the Director of Human Resources or his/her designee shall investigate the grievance, which shall include a meeting with the concerned parties, unless such meeting is waived by mutual agreement of the parties, and thereafter shall give a written answer to the grievant within ten (10) days, which answer shall be final and binding unless appealed by the Association.
- 9.1.23 Level IV. If the Association is not satisfied by the decision made by the Director of Human Resources, The Association may, within ten (10) working days of the receipt of the response from the Director of Human Resources, request a hearing of the grievance by an Arbitrator, or may choose the Voluntary Mediation Process.
- 9.1.24 The request for a hearing shall be made in writing to the Director of Human Resources, or his/her designee, who shall request a list of seven (7) arbitrators from the State or shall request a similar list from the California State Mediation/Conciliation Service.
- 9.1.25 Once that list is received, the County and the Association shall promptly select the arbitrator or mediator by alternate striking of names. The party to strike first shall be determined by coin toss.
- 9.1.25.1 Upon selection of the arbitrator or mediator, the Director of Human Resources shall contact the arbitrator or mediator, obtain available hearing dates, and communicate those dates to the Association. The first available date permitted by the parties' schedules will be selected.
- 9.1.25.2 The Arbitrator shall conduct a hearing and, upon the mutual request of the parties, shall either issue an oral bench decision or, if requested, shall, within sixty (60) days of conclusion of the hearing (and submission of briefs, if any), render a written decision and/or order. Any decision and/or order of the arbitrator shall be final and binding.
- 9.1.25.3 In the event that Voluntary Mediation process is pursued, the mediation sessions shall be confidential in nature and attended only by the parties at interest. There shall be no record made of such sessions. The mediator's proposed settlement shall not be binding

upon the parties unless mutually agreed in advance. If full resolution is not achieved in mediation, the mediator shall be charged with narrowing the issues remaining in dispute for pursuit of possible other forums.

- 9.1.25.4 The Association and the County agree to bear one-half (1/2) of the cost of the arbitrator or mediator and any mutually agreed upon ancillary fees, including transcript and reporter fees, that are incurred in the presentation of the appeal to the arbitrator or mediator.
- 9.1.25.5 Only the Association can appeal a grievance to arbitration. Any settlement without agreement of the Association shall be non-precedential and may not be cited in any subsequent disputes.

## **ARTICLE 10 DISCIPLINARY PROCEDURE**

- 10 Purpose.
- 10.1 To provide regular permanent employees subject to disciplinary actions with all rights to which they are entitled under the Constitution of the United States, the Constitution of the State of California and State and Federal Law including California Government Code.
- 10.2 To provide an orderly procedure for notice, pre-action response meetings (Skelly), administrative review of minor disciplinary action and formal hearing on appeal of major disciplinary action.
- 10.3 Definitions.
- 10.3.1 **Just Cause.** Disciplinary action may only be brought against a permanent employee for the causes currently outlined in County Code Section 2-6.47, except as agreed to herein.
- 10.3.2 **Appointing Authority.** The Board of Supervisors, a County officer, the Director of Human Resources, a department head, or any person or group of persons having the power pursuant to law to make an appointment to any position in a specified department for the County or any person designated by an Appointing Authority to act on his/her behalf.
- 10.3.3 **Major Disciplinary Actions:** Actions taken against a regular permanent employee by the appointing authority for just cause which include discharge, demotion, reduction in pay or suspension without pay for more than sixteen (16) hours for the same cause within any twelve (12) month period, or other discipline for which the law mandates notice and an opportunity for a hearing.
- 10.3.4 **Minor Disciplinary Actions:** Actions taken against a regular permanent employee by the appointing authority for just cause which include written reprimand, disciplinary transfer, disciplinary suspension with pay, or suspension without pay up to and including sixteen (16) hours for the same cause within any twelve (12) month period.
- 10.3.5 **Parties:** The affected employee, the Association, the appointing authority or other members of supervision and management.
- 10.3.6 **Response (Skelly) Meeting:** An informal meeting in which the employee has the



opportunity to respond to proposed charges prior to action.

- 10.3.7 Hearing: A formal hearing held following an appeal of an employee of disciplinary action taken by the appointing authority.
- 10.3.8 Notice: Notice shall be given by personal delivery or by certified mail or, upon mutual agreement of the parties, by fax followed by regular mail.
- 10.3.9 Service/Receipt of Notices/Orders. The date of service/receipt of notices/orders shall be that date when the notice/order is actually received by the employee or that date when the last good faith effort at delivery is made and confirmed. Avoidance of service shall not waive time limits within this section.
- 10.3.10 Day. All days are calendar days unless otherwise specified.
- 10.4 Time Limits.
- 10.4.1 Time limits specified throughout this procedure shall be strictly observed. Time limits may be modified only by mutual agreement of the parties in writing. Said time limits are mandatory, not discretionary.
- 10.5 Exclusive Procedure.
- 10.5.1 This procedure shall be the exclusive procedure for taking disciplinary actions and appealing disciplinary actions against regular permanent employees.
- 10.5.2 The provisions of this disciplinary procedure shall supersede the procedures of the County Personnel Ordinance.
- 10.5.3 Minor disciplinary actions shall be subject to appeal only as outlined in section 9.7 of this Article.
- 10.6 Notice of Proposed Discipline.
- 10.6.1 The employee shall be given written notice of a proposed disciplinary action, exclusive of a written reprimand, not less than ten (10) days in advance of the date the action is proposed to be taken.
- 10.6.2 In an emergency situation, an employee may be suspended with pay or temporarily reassigned without loss of pay for the period between the date notice is given and the date that action is taken (subject to the provisions of the Police Officer Bill of Rights).
- 10.6.3 The notice shall contain:
- (1) The reasons for the proposed action, including the rule(s) or regulation(s) or ordinance(s) violated and a complete explanation of the reasons.
  - (2) A copy of the charges and the recommended action.
  - (3) Notice that the employee is entitled to an opportunity to respond to the charges orally or in writing, or both, personally or by or with a representative, which may be an attorney, at the meeting with the appointing authority (or his/her designee).
  - (4) The date and the time of the response meeting with the appointing authority during which the employee and his/her representative shall have an opportunity

- (5) to refute the charges or present facts which may not be known to management. If the employee chooses not to participate in the response meeting and prefers to advance to appeal, he/she shall notify the appointing authority of his/her decision in writing. If no written response or request to advance to an appeal is received by the appointing authority by the time scheduled for the response meeting and the employee fails to participate in the response meeting, the appointing authority may proceed to order action and the employee shall be deemed to have waived all rights to hearing or appeal from any action taken. Failure to request an opportunity to respond shall constitute a failure to exhaust administrative remedies unless a determination has been made by the parties that the response meeting is not in the best interest of the employee.
- (6) Accompanying material. The notice shall be accompanied by copies of material on which the charges and recommendations are based.
- (7) The employee may copy and inspect his/her personnel file.

10.7 Scheduling.

The date and time for the response meeting with the appointing authority may be rescheduled for good cause upon mutual agreement of the parties. If a response meeting is rescheduled after the proposed date of the imposition of the disciplinary action, the appointing authority shall not take the proposed action until after full consideration of the information presented at the response meeting but not later than ten (10) days after the conclusion of the response meeting.

10.8 Response (Skelly) Meeting.

- 10.8.1 At the time and place set for the meeting giving the employee opportunity to respond, the employee may respond either orally and/or in writing, personally, or with a representative.
- 10.8.2 Neither the appointing authority nor the employee shall be entitled to call witnesses or take testimony.
- 10.8.3 At the meeting, the appointing authority may consider information contained in the charges and recommendations and other information, as well as information presented by the employee or his/her representative. If new information relating to new charges or recommendations is introduced or, if a theory constituting a new ground or occurrence as basis for discipline is alleged, the employee shall be entitled to a reasonable continuance to copy materials and respond to these new matters.
- 10.8.4 At the conclusion of the response meeting or within ten (10) days, the appointing authority shall issue an order, taking, amending, or determining not to take the action, and shall give written notice thereof to the employee, which shall include:
  - (1) An explanation of the basis for the action;
  - (2) The charges upheld;
  - (3) The effective date(s) of the imposed discipline;
  - (4) A list of items upon which action is based or new documents, if appropriate; and
  - (5) Notice of the employee's right to appeal.

10.9 Appeal of Minor Disciplinary Suspension.

- 10.9.1 If an employee has requested and participated in a response meeting with the

Appointing Authority as set forth above, or notified the appointing authority of his/her desire to advance to appeal, the employee shall have the right to appeal the Appointing Authority's minor disciplinary suspension to the Board of Adjustment (Board). Such appeal may include the severity of the penalty imposed.

- 10.9.2 Nothing in this subsection shall prohibit a peace officer from exercising his/her rights under the Peace Officer Bill of Rights.
- 10.9.3 Filing of an appeal shall not stay the effective date of the order of disciplinary action.
- 10.9.4 A written demand for an appeal and hearing must be served on the Director of Human Resources by the employee or his/her representative within ten (10) days of receipt of the Appointing Authority's order affirming, reversing or modifying the proposed minor disciplinary suspension.
- 10.9.5 The failure to serve written demand for hearing within the prescribed period shall be deemed a waiver of the right to a hearing and the order of disciplinary action shall be final. Said failure constitutes a failure to exhaust administrative remedies.
- 10.9.6 The demand for hearing shall include:
- (1) The specific grounds for appeal; and
  - (2) Copies of materials on which the appeal is based.
- 10.9.7 Upon receipt of the written request for a hearing, the Director of Human Resources shall request two names from the association to serve on the three-member Board. Individuals named shall not be employees of the Sheriff's Department and may be retired Deputy Sheriffs or members of the local law enforcement community. The third panel member shall not be a member of the Sheriff's Department and will be named by the Director of Human Resources.
- 10.9.8 Following the naming of the members of the Board, the Director of Human Resources shall contact the employee and his/her representative and arrange for the earliest hearing date mutually agreeable to the Board, the employee and his/her representative and the County.
- 10.9.9 The Director of Human Resources shall notify the parties in writing of the time and place of the hearing at least fifteen (15) days prior to hearing.
- 10.9.10 Three (3) days prior to the hearing each party shall provide the Board with a pre-hearing statement, a list of witnesses and copies of all exhibits to be submitted. If additional witnesses or evidence are added after this date, the opposing party shall be entitled to a reasonable continuance at the discretion of the Board. If new allegations or defense are brought out, the opposing party shall have the right to a reasonable continuance at the discretion of the Board.
- 10.9.11 An appeal through this procedure waives grievance proceedings under any agreement or memorandum between the County and any employee organization.
- 10.9.12 Hearing for Minor Discipline
- 10.9.12.1 The hearing shall be conducted as a full-scale evidentiary hearing, with full due process rights, including the right to present witnesses, present evidence, cross examine

opposing witnesses, the right to counsel, and findings to support the decision.

- 10.9.12.2 The Board shall conduct a hearing and shall, within fifteen (15) calendar days of the conclusion of the hearing (and submission of briefs, if any), render a written decision and/or order. Any decision of the Board shall be final and binding on the parties and shall not be subject to appeal.
- 10.10 Appeal of Major Discipline.
- 10.10.1 If an employee has requested and participated in a response meeting with the appointing authority as set forth above, the employee shall have the right to appeal the appointing authority's disciplinary action to the arbitrator of the parties may agree to pursue mediation. Such appeal may include the severity of the penalty imposed.
- 10.10.2 Upon the mutual consent of both the County and the employee, a mediator may be requested from the State Mediation and Conciliation Service to attempt to resolve the disciplinary action after Formal Level III. The request for mediation shall be made within ten (10) days upon receipt of the decision rendered at the response (Skelly) meeting. The mediator shall make a recommendation to the Director of Human Resources. Any recommendation made by the mediator shall not be binding upon the parties.
- 10.10.3 Nothing in this subsection shall prohibit a peace officer from exercising his/her rights under the Peace Officer Bill of Rights.
- 10.10.4 Filing of an appeal or request for mediation shall not stay the effective date of the order of disciplinary action.
- 10.10.5 A written demand for an appeal and hearing must be served on the Director of Human Resources by the Association within ten (10) days of receipt of the appointing authority's order affirming, reversing or modifying the proposed disciplinary action.
- 10.10.6 The failure to serve written demand for hearing within the prescribed period shall be deemed a waiver of the right to a hearing and the order of disciplinary action shall be final. Said failure constitutes a failure to exhaust administrative remedies.
- 10.10.7 The demand for hearing shall include:
- (1) The specific grounds for appeal.
  - (2) Copies of materials on which appeal is based.
- 10.10.8 Upon receipt of the written request for a hearing, the Director of Human Resources shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Service or like body. Once that list is received, the County and the employee (or representative) shall within ten (10) days select the arbitrator by alternate striking of names from said list until only one name remains or until both parties agree on the person to hear the arbitration. The party to strike first shall be determined by coin toss.
- 10.10.9 Upon receipt of the name of the selected arbitrator, the Director of Human Resources shall contact the employee and his/her representative and arrange for the earliest hearing date mutually agreeable to the arbitrator, the employee and his/her representative and the County. Should the arbitrator's calendar preclude a hearing date within one hundred and twenty (120) days, the Director of Human Resources may require the parties to strike names for a replacement arbitrator. The same procedure

shall be followed to obtain hearing dates.

- 10.10.10 Nothing shall prevent the parties from agreeing to the name of an arbitrator without resorting to requesting a list.
- 10.10.11 The Director of Human Resources shall notify the parties in writing of the time and place of the hearing at least fifteen (15) days prior to the hearing.
- 10.10.12 Three (3) days prior to the hearing each party shall provide the arbitrator and the opposing party with a pre-hearing statement, a list of witnesses and copies of all exhibits to be submitted. If additional witnesses or evidence are added after this date, the opposing party shall be entitled to a reasonable continuance at the discretion of the arbitrator. If new allegations or defense are brought out, the opposing party shall have the right to a reasonable continuance at the discretion of the arbitrator.
- 10.10.13 An appeal through this procedure is the exclusive remedy and no such disciplinary action shall be processed through the grievance procedure or any procedure outside of this Agreement.
- 10.11 Hearing for Major Discipline.
- 10.11.1 The hearing shall be conducted as a full-scale evidentiary hearing, with full due process rights, including the rights to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel, and findings to support the decision.
- 10.11.2 The arbitrator shall operate under the Voluntary Labor Arbitration Rules of the American Arbitration Association unless such rules are in conflict with this Article, or the parties to this Article mutually agree to revise the rules of proceedings for cases falling under the jurisdiction of this Article.
- 10.11.3 The arbitrator shall conduct a hearing and shall either issue an oral bench decision, or shall, within sixty (60) calendar days of conclusion of the hearing (and submission of briefs, if any), render a written decision and/or order. Any decision of the arbitrator shall be final and binding on the parties and shall not be subject to appeal.
- 10.11.4 If an appeal has not been scheduled and heard by the arbitrator within twelve (12) months of the issuance of the order, the matter shall be deemed withdrawn with prejudice.
- 10.12 Arbitrator/Mediator Cost.
- 10.12.1 The Association and the County agree to bear one-half (1/2) of the cost of the arbitrator or Mediator and any mutually agreed upon ancillary fees, including transcript and reporter fees, that are incurred in the presentation of the appeal to the arbitrator or mediator.

**ARTICLE 11  
OCCUPATIONAL HEALTH**

11

General Provisions:

County and Association agree that the maintenance of employee's physical and mental health is a basic component of satisfactory work performance; that a program of medical examination and review of physical and mental condition as it relates to performance of assigned job duties is appropriate.

The physical and mental requirements of jobs have been determined and job-related medical and mental standards have been developed and implemented by the County.

All new regular employees must take and successfully pass a pre-employment medical and psychological examination. All regular permanent employees may be required to take and successfully pass a medical examination when the employer has cause to believe that the employee's health and/or physical and mental condition may be detrimental to the employee, his/her work performance, or to others with whom the employee works. Regular permanent employees unable to successfully pass a job-related medical examination due to medical conditions which are identified as medically correctable and job-related shall normally be allowed a reasonable period to correct such condition.

Pre-employment medical examinations shall be performed by a Physician designated by the County. Other physical and mental examinations administered consistent with Section 10.3 above shall be administered by occupational medicine for physical exams and by Dr. Jocelyn Roland for psychological exams. If the identified physician or psychologist is unavailable, a physician or psychologist will be selected by mutual agreement of the parties on an ad hoc basis.

Medical examinations (physical or mental) ordered by the County under this provision shall be at no cost to the employee. Appointments for such examinations shall be on County time.

If adverse action is proposed to be taken against an employee as a result of said medical or mental examination, employee has the right to obtain a second examination by a physician or psychologist of his/her choice selected from a panel of two or more physicians, psychologists, or psychiatrists mutually agreed upon by the DSA and the County at no cost to the employee. The report of the second examination shall be considered prior to the County proceeding with any adverse action.

Uncorrected job-related medical or psychological conditions determined to be incapacitating for performance of duty as defined and governed by Title 2, Division 5, Part 3, Chapter 8, Article 3 of the Government Code, commencing with Section 21020, shall be handled according to that Article. The above referenced provisions of the Government Code provide that the employer may determine disability and petition the Public Employees' Retirement System, State of California, for a disability retirement. For this purpose of determining disability, the DSA and the County shall mutually designate the examining physician or psychologist and share the costs of medical examination.

The parties recognize that the Employer may be required to make certain accommodations to carry out its obligations under the Americans with Disabilities Act (ADA). Some of these accommodations may require actions which are contrary to the

language or intent of existing provisions of this Agreement. The parties agree that such accommodation shall not constitute a past practice or waiver by either party to its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA.

Recognizing that circumstances surrounding ADA compliance in individual cases necessarily involve matters which are personal and require the utmost confidentiality, specifics of an individual case shall not be divulged by the employer.

This section shall not be grievable nor subject to arbitration.

## **ARTICLE 12 SALARY AND RELATED**

### **12            Salary Adjustments.**

During the term of this Agreement, general salary adjustments for unit members shall be as follows:

#### **12.1.1        Effective July 13, 2014, a one and twenty-five hundredths percent (1.25%) salary increase;**

12.1.1.1        A retroactive amount of seventy-five hundredths percent (0.75%) shall be paid to Deputy Sheriffs and D.A. Investigators for the pay periods between July 13, 2014 and ratification.

12.1.1.2        Upon ratification and until July 2018, an amount equal to seventy-five hundredths percent (0.75%) of employee salaries shall be set aside for the retiree medical trust described in Sideletter Agreement #1.

#### **12.1.2        Effective with the first pay period including January 1, 2015, a two percent (2.0%) equity increase.**

### **12.1.3        DA Investigators Salary Range**

#### **12.1.3.1      Effective upon ratification, the DA Investigators salary range shall collapse Step F to Step E with an additional increase of one percent (1%). Steps F and G shall be eliminated.**

### **Total Compensation Surveys.**

#### **12.1.4        During the month of September in contract years 2015 and 2016, the County shall conduct a total compensation salary and benefit survey of the following thirteen (13) benchmark agencies for the journey-level classifications of Deputy Sheriff and DA Investigator II:**

- (1)    County of Butte
- (2)    County of El Dorado
- (3)    County of Napa
- (4)    County of Placer
- (5)    County of Sacramento
- (6)    County of San Joaquin
- (7)    County of Solano
- (8)    County of Sutter

Additionally, the following agencies will be included for the Deputy Sheriff survey:

- (9) City of Davis
- (10) City of West Sacramento
- (11) City of Winters
- (12) City of Woodland
- (13) University of California, Davis

12.1.4.1 The survey of total compensation shall include the cost of the following components paid by each of the benchmark agencies:

- (1) Top step salary;
- (2) PERS employer rate;
- (3) Employer pick-up of employee's share of PERS contribution;
- (4) Social Security;
- (5) Health insurance;
- (6) Dental insurance;
- (7) Vision insurance;
- (8) Uniform allowance; and
- (9) Deferred compensation

12.1.4.2 Retroactive to the first full pay period in July, 2015, or July 2016 respectively, the county shall adjust the salary range for each classification to an amount which equals ninety-five percent (95%) of the average salary as calculated above. In order to achieve the total compensation equal to ninety-five percent (95%) of the average total compensation of all benchmark agencies, all compensation costs which are fixed amounts shall be adjusted first. Next, all compensation costs which are a percentage of salary shall be adjusted simultaneously with the salary adjustment.

12.1.4.3 Should the total compensation survey required in Section 12.1.4 of the agreement result in a negative adjustment to salaries, no adjustment shall be made.

12.1.4.4 The DSA shall receive the same formula, if during the term of the contract any other bargaining unit recognized by the County which contains safety employees and using a similar total compensation methodology, receives a salary formula in excess of ninety-five percent (95%) of average of the selected surveyed agencies.

12.1.4.5 During the term of this agreement, there shall be a minimum ten percent (10%) salary difference between Correctional Officer II, Step A and Deputy Sheriff, Step A.

#### Standby Pay.

12.1.5 When an employee is assigned standby duty, the Sheriff or District Attorney or their designee shall inform the employee of the dates and hours of such assignment at least one (1) day in advance, except in emergencies.

12.1.6 Employees assigned to standby duty shall be paid at the rate of three dollars (\$3.00) per hour for any hours assigned to standby duty. Payment for simultaneous callback time and standby time shall be prohibited.

12.1.7 Standby duty requires the employee so assigned:

12.1.7.1 To be ready to respond immediately to calls for service;



- 12.1.7.2 To be reachable by department-issued communication device and to remain within communication range;
- 12.1.7.3 To remain within a reasonable distance of the work location; and
- 12.1.7.4 To refrain from activities that might impair the ability to perform assigned duties.

Callback.

- 12.1.8 When an employee who is not on standby is called back to duty, the employee shall be compensated for a minimum of three (3) hours at time and one-half (1 1/2).
- 12.1.9 When an employee on standby is called back to duty, the employee shall be compensated for a minimum of one (1) hour at time and one-half (1 1/2).
- 12.1.10 Callback minimum compensation shall not be provided to employees who are called back to correct incomplete or substandard work. Employees will not be called back to correct faulty work if the correction can reasonably be made on the employee's next regularly scheduled work shift. The Department reserves the right to modify the start time and/or the end time of the employee's next scheduled work shift in order for the employee to correct the incomplete or substandard work. If an employee is called back to correct incomplete or substandard work after the conclusion but on the same day as the employee's work shift, normal overtime, if applicable, shall be paid for actual time spent.
- 12.1.11 The fact or the number of times that an employee has been called back to correct incomplete or substandard work shall not be used in performance evaluations or as a basis for disciplinary action. The employer may cite the substandard or incomplete work itself in the performance evaluation or disciplinary action.

Shift Differential.

- 12.1.12 Employees shall be paid \$0.90 per hour for any hours between 6 p.m. and 6 a.m.
- 12.1.13 Shift differential pay shall not be included in the employee's base pay rate when computing overtime compensation, except where the FLSA so requires.
- 12.1.14 Any employee who is regularly assigned to a watch receiving shift differential, and who reports to work for that watch, shall receive the full shift differential amount outlined in this section.
- 12.1.15 Any employee who is regularly assigned to a watch receiving shift differential and who does not report to work shall not receive the shift differential.

Overtime.

- 12.1.16 All hours worked in excess of the standard work shift shall be compensated at the overtime rate of one and one-half (1 1/2) times the regular hourly rate.
- 12.1.17 An employee on an alternative work schedule as provided for in Article 3 of this Agreement shall be compensated for overtime pursuant to the provisions of this Section.

- 12.1.18 The Sheriff or District Attorney shall determine whether overtime is compensated by pay or compensatory time off, except that such determination shall be consistent with Section 11.5.4 of this Article and the requirements of the Fair Labor Standards Act.
- 12.1.19 No more than one hundred and twenty (120) hours of compensatory time off shall be accumulated. All overtime hours worked after one hundred and twenty (120) hours of compensatory time off have been accumulated shall be compensated as paid overtime.
- 12.1.20 Compensatory time off may only be taken upon the prior approval of the Sheriff or District Attorney or their designee. Use of compensatory time off shall meet the requirements of the Fair Labor Standards Act.
- 12.1.21 There is no time limit on the use of compensatory time off. Accumulated compensatory time, up to the maximum accrual amount, may be carried over from one fiscal year to the next.

Compensation for Duty-Related Court Time.

- 12.1.22 The provisions of this section apply to time when an employee is required to work for the sole purpose of appearing in court during his/her regularly scheduled off duty hours as a witness or defendant in any matter arising out of or in the course of his/her County employment in a duty-related capacity.
- 12.1.23 The provisions of this section are not applicable to employees who appear in court called as a witness or defendant in any matter arising out of or in the course of his/her County employment in a duty-related capacity during regularly scheduled work hours or during any hours immediately before or after regularly scheduled work hours where no break in time worked occurs and such time is more appropriately compensated as overtime.
- 12.1.24 An employee who appears in court as a party or witness in a private matter unrelated to any matter arising out of or in the course of his/her County employment in a duty-related capacity shall not be entitled to receive his/her regular pay during such absence, but may use accrued vacation or compensatory time for this purpose.
- 12.1.25 An employee shall be credited with a minimum of three (3) hours worked for any time required to appear in court in a duty-related capacity during regularly scheduled off duty time (including paid leave) or the actual hours of the appearance, whichever is longer, except that an employee working a 3-12 alternative work schedule shall be credited a minimum of one (1) hour worked.
- 12.1.26 An employee shall be credited with two (2) hours worked if the employee does not receive a notification of cancellation at least twelve (12) hours prior to the scheduled appearance.
- 12.1.27 If an employee is required to be available through a meal period, the meal time shall be considered time worked within the meaning of Section 12.6.1 above.
- 12.1.28 During each fiscal year, an employee shall have the option of being compensated in paid overtime or compensatory time off for the first thirty (30) hours of court time worked after which the Sheriff or District Attorney shall determine whether additional court time worked is compensated in paid overtime or offered as compensatory time off in compliance with the requirements of the Fair Labor Standards Act (FLSA).

### Compensation for Jury Duty.

- 12.1.29 The County encourages employees to participate in their civic responsibilities such as jury duty. If an employee receives a summons for jury duty he/she shall advise his/her direct supervisor as soon as possible but no later than five (5) business days prior to the scheduled appearance date unless the summons is received less than five (5) business days prior to the appearance. The direct supervisor will assess the effect of the absence on the department's workload and goals. If the supervisor determines that the absence would have an adverse effect on the department, this fact will be documented. Court officials may then be requested by the County to grant a deferral of jury duty until the absence would be more favorable to the department.
- 12.1.30 An employee summoned for attendance to any court for jury duty shall be released from his/her assigned duty for the duration of the required court appearance and shall count such jury duty as time worked without loss of pay or benefits, provided he/she deposits with the County Treasurer the fees for such service, exclusive of mileage, within five (5) days of receipt. Failing to do so, unless circumstances preclude such action, the employee's time shall be charged as leave without pay.
- 12.1.31 If an employee is selected for jury duty, he/she may be immediately assigned to a comparable schedule, i.e. Monday through Friday, 0800-1700 hours, for the duration of the jury service.
- 12.1.32 Employees who are released from jury duty before the end of their regular shift shall immediately report back to work unless otherwise directed by their supervisor.

### Release Time for Court Appearances.

- 12.1.33 In the event a night shift worker is called to court under the provisions of either 12.7 or 12.8 above, the following shall apply:
- 12.1.33.1 Swing or P.M. shift shall have release time the day of court attendance; time spent in court shall be deducted from the regular shift on that day with no loss of pay or benefits.
- 12.1.33.2 Night or graveyard shift shall have release time on the shift following court attendance and the employee shall suffer no loss of pay or benefits.
- 12.1.33.3 The release time as specified in sub-sections 12.9.1.1 and 12.9.1.2 above will normally be hour-for-hour. However, in the event of twelve (12) hour shifts, the release time may by necessity vary, in the interest of the Department or the employee.

### 12.2 Bilingual Pay.

- 12.2.1 The County's bilingual pay program shall provide for two levels of interpretation skills, duties, and competence. Qualifications and certification to such positions shall be determined by the Human Resources Office of the County. Positions for which bilingual skills are necessary shall be determined by the Sheriff after approval of the CAO's office.
- 12.2.2 Conversational: The normal level of providing oral and written interpretation between English and another recognized language. The compensation for this level shall be one hundred and fifty dollars (\$150.00) per month.

12.2.3 Advanced: The advanced level of providing written interpretation to interpret technical documents and concepts with a client (or subject) in addition to the skills and abilities required at the Conversational level. The compensation for this level shall be two hundred dollars (\$200.00) per month.

Bi-Weekly Pay.

12.2.4 Employees in the bargaining unit shall continue to be paid every other week.

Resident Relief Deputy.

12.2.5 An employee designated as a Resident Relief Deputy who is assigned to patrol a rural unincorporated area of the County, as defined by the Sheriff, and who resides in an incorporated city of the defined area, shall be compensated at a differential of one (1) full salary step higher than that specified for a regular Deputy Sheriff position for the period of time he/she is actually assigned as a designated Resident Relief Deputy.

Officer-in-Charge.

12.2.6 When it becomes necessary to assign an employee as an Officer-in-Charge, the supervisor in charge shall be responsible for determining the officer(s) to be so assigned.

12.2.7 An employee assigned as Officer in Charge shall receive a ten percent (10%) differential above his/her current salary for the shift he/she is so assigned. If an employee is assigned Officer in Charge duties for part of a shift, he/she shall be compensated the ten percent (10%) differential for the entire shift.

Deputy Sheriff Investigators (including Gang) /YONET Officers

12.2.8 Deputy Sheriff Investigators and YONET officers shall receive a five percent (5%) differential. Officers temporarily assigned to Deputy Sheriff Classification Investigator or YONET shall receive a differential on the same basis as that of Officer-in-Charge above.

Deferred Compensation

12.2.9 Effective with ratification of this agreement, the County shall match an employee's deferred compensation contribution according to the following schedule:

12.2.10 Up to one hundred dollars (\$100) per calendar year for employees with five (5) years to nine and nine-tenths (9.9) years of County service.

12.2.11 Up to one hundred and fifty (\$150) per calendar year for employees with ten (10) or more years of County service.

**ARTICLE 13  
RETIREMENT**

13 PERS.

The County shall continue its participation in the Public Employment Retirement System

(PERS) during the term of this Agreement.

Payment.

- 13.1.1 Effective the first pay period including July 1, 2012, the employee shall pay the entire share of the employee's PERS contribution up to nine percent (9%). The employee contribution shall be made on a pre-tax basis as provided for under IRS Code Section 414(h).
- 13.1.2 PERS benefits shall be calculated using the "single highest year" method.
- 13.1.3 During the term of this Agreement, the County shall continue to contract with PERS to implement Government Code Section 20636(c)(4) which includes employer paid member contributions in compensation for purposes of calculating PERS retirement benefits.

3%@50 Retirement Enhancement.

- 13.1.4 Effective the first pay period after November 1, 2006, the County shall contract with PERS to create a new category for "Local Sheriffs" pursuant to Government Code Section 20432 in order to provide the 3%@50 retirement benefit for Deputy Sheriff unit members hired prior to July 1, 2013.

3%@55 Retirement.

- 13.1.5 The County shall contract with PERS to provide the 3% @ 55 retirement benefit for DA Investigators unit members hired prior to July 1, 2013.

New Member Retirement

- 13.1.6 Effective the first pay period including January 1, 2013, the County shall contract with PERS to create a second tier retirement for new hires. A new hire is any member brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any other California public retirement system. The second tier will be the 2.7% @ 57 formula.

**ARTICLE 14  
HOLIDAYS**

14 Regular Holidays.

All bargaining unit employees who are in paid status on the listed holidays shall be entitled to Holiday compensation:

- 14.1.1 July 4th - Independence Day
- 14.1.2 Labor Day
- 14.1.3 Veterans Day
- 14.1.4 Thanksgiving Day
- 14.1.5 Day after Thanksgiving
- 14.1.6 Christmas Day
- 14.1.7 New Year's Day
- 14.1.8 Presidents Day

- 14.1.9 Memorial Day
- 14.1.10 All other days appointed by the President of the United States or the Governor of the State of California for a thanksgiving or holiday and approved by the Yolo County Board of Supervisors.

For persons assigned to a Monday through Friday work schedule, when a holiday falls on a Saturday or Sunday, the Friday preceding a Saturday holiday, or the Monday following a Sunday holiday, shall be deemed a holiday in lieu of the day observed.

Holiday compensation is defined as straight time pay. In addition to holiday compensation, all hours worked on the holiday shall be paid at time and one-half.

Employees working an alternative work schedule shall be entitled to use vacation leave, compensatory time off, or leave of absence without pay to account for the full hours scheduled to be worked on the holiday.

- 14.1.11 Employees working an alternative work schedule whose regularly scheduled day off falls on a holiday as set for in this Article shall be entitled to accrue eight (8) hours leave or receive eight (8) hours pay.

Holiday time off in lieu of compensation shall be taken within one (1) year or shall be waived and lost.

#### Floating Holidays

- 14.1.12 Full time regular employees shall be credited with forty (40) hours of floating holiday time on July 1 of each year. An employee is eligible to use floating holiday after completing thirty (30) days of service in a regular position.
- 14.1.13 Floating holiday time may be taken off in increments of two (2) hours or more during the fiscal year upon the prior approval of the appointing authority.
- 14.1.14 Floating holiday time shall be taken during the fiscal year and shall not accrue from one fiscal year to the next. Upon termination, any accrued but unused floating holiday time shall be paid at a straight time rate. However, any employee who terminates with less than one (1) year of service in a regular position shall be paid off for floating holiday time in proportion to the number of paid periods employed during the fiscal year. The County may recoup the value of used floating holiday time in excess of the proportion of pay periods employed for employees who terminate with less than one (1) year of service in a regular position.

### **ARTICLE 15 VACATION**

#### 15 Vacation Regulations.

All regular full-time employees shall be entitled to paid vacation of forty (40) hours after thirteen (13) consecutive biweekly periods of employment. Thereafter, each employee shall accrue vacation time according to the applicable schedule set forth in subsection 15.1.1 or 15.1.2 of this section.

Vacation time accrual shall be based on a forty (40) hour workweek. All hours worked in

excess of forty (40) hours in a week shall be excluded for vacation accrual purposes.

Regular part-time employees shall accrue vacation in direct proportion as such part-time work bears to full-time work; provided, however, a part-time employee who works less than twenty (20) hours per biweekly pay period shall not be eligible for vacation.

Absence without pay during an employee's first thirteen (13) biweekly periods of employment shall cause his/her eligibility date for vacation time to be postponed the number of days equal to the number of days of such absence. Such absences shall be cumulative, and the postponement of eligibility shall be based on workdays.

After the completion of thirteen (13) biweekly periods of employment, an employee who is absent without pay in any pay period shall earn vacation on the basis of the time in paid status during the pay period.

Schedule.

15.1.1 Regular full-time employees hired prior to ratification shall accrue vacation time in accordance with the following schedule:

Accrual (in hours) per:  
Regular

	<u>Pay Period</u>	<u>Hours Paid</u>	<u>Max/Year</u>
After 13 biweekly periods	3.08	.0385	80
After 3 years	4.62	.0577	120
After 11 years	4.93	.0615	128
After 12 years	5.24	.0654	136
After 13 years	5.54	.0692	144
After 14 years	5.85	.0731	152
After 15 years	6.16	.0769	160
After 16 years	6.47	.0809	168
After 20 years	7.08	.0885	184

15.1.2 Regular full-time employees hired on or after ratification shall accrue vacation time in accordance with the following schedule:

Accrual (in hours) per:  
Regular

	<u>Pay Period</u>	<u>Reg. Hours</u>	<u>Max/Yr</u>
After 13 biweekly pay periods	3.08	.0385	80
After 5 years	4.00	.0500	104
After 10 years	4.62	.0577	120
After 15 years	5.24	.0654	136
After 20 years	6.16	.0769	160

15.1.3 Credit for years of service for the above accrual rates (15.1.1 and 15.1.2) shall include verified service in a State, local or county public agency as a safety member. Verification shall be in writing from the agency to the County of Yolo.

15.1.4 Investigators Vacation Reduction.

Effective July 1, 2014, District Attorney Investigators with a vacation balance higher than

the cap provided in section 14.8.1 shall be permitted until January 1, 2016 to reduce their vacation balance to this cap. District Attorney Investigators shall continue to accrue leave up to the cap of 380 hours through December 31, 2015. As of January 1, 2016, no leave will accrue beyond the cap provided in section 15.1.6.

#### Vacation Time Credited.

- 15.1.5 Vacation time shall be credited as of the end of each biweekly pay period on the basis of regular hours paid.

#### Accumulation.

- 15.1.6 All regular employees shall be permitted to accumulate the unused portion of vacation time to their credit; provided, however, they shall not be permitted to accumulate credit for any vacation time in excess of two hundred and eighty (280) hours.
- 15.1.7 If an extra-help, provisional, or limited-term employee is appointed to a regular position without a break in employment, the length of service in such status shall be recognized in the computation of vacation accrual. For the purposes of this section only, a break in employment shall mean a break in excess of three (3) normal working days in the continuity of time such an employee is authorized to be employed by the County. The amount of vacation credited shall be determined by the number of hours actually worked in direct proportion to the number of hours in a pay period.

#### Payroll.

- 15.1.8 Upon termination after thirteen (13) pay periods of employment, an employee shall be entitled to a lump sum payment for any unused or accrued vacation time as of the date of termination.
- 15.1.9 Any employee whose vacation accumulation is within forty (40) hours of the maximum allowed under 14.8.1 may request an equivalent cash payment for up to forty (40) vacation hours per fiscal year.

#### Scheduling.

- 15.1.10 Vacation leave shall be taken upon the approval of the Sheriff or his/her designee.
- 15.1.11 When an employee has submitted a written request for vacation at least thirty (30) days in advance of the date requested, such request shall not be unreasonably denied and, if approved, shall only be rescinded to meet unanticipated departmental needs of an immediate nature.
- 15.1.12 Employees who have accrued two hundred and forty (240) hours of earned vacation time at the beginning of the fiscal year shall schedule and take off at least eighty (80) hours of vacation time during such fiscal year.
- 15.1.13 Employees may be required to use accrued compensatory time before having vacation time off approved.

#### Absence Request Slip.

- 15.1.14 An employee desiring to use accumulated compensatory time off (CTO), floating holiday,



or other optional time off, excepting vacation, shall request such usage by submitting an Absence Request slip at least two (2) work shifts in advance of the desired use. Any other time off shall not count toward the two (2) work shift requirement.

## **ARTICLE 16 SICK LEAVE**

16

### Sick Leave.

All regular permanent bargaining unit employees shall accrue .0461 hours of sick leave with pay, to a maximum of ninety-six (96) hours per year for each regular hour paid in County service as defined herein.

An employee who is absent without pay during a pay period shall accrue sick leave with pay in proportion to the number of hours he/she was in paid status during such pay period.

Sick leave shall be credited as of the end of each biweekly pay period.

All unused sick leave may be carried forward into each ensuing year.

Upon the employee's return to work after an absence qualifying for sick leave, the employee must complete an absence request form and have it approved by his/her department head.

Employees may be required to submit evidence in the form of a physician's certificate stating the date the employee was physically examined by an attending medical practitioner if sick leave exceeds three (3) consecutive working days. The physician's certificate must account for the entire period of the claimed medical illness, injury, or incapacity.

The County and the Association, recognizing a potential for abuse of sick leave, agree that the County may employ reasonable means to determine the validity of any sick leave use, including requesting a physician's certificate for absences of less than three (3) days where the County has a valid reason to do so. The parties agree that such means shall not be used to harass or intimidate employees or to discourage appropriate use of sick leave.

Employees suspected of abusing sick leave shall receive a Memorandum of Counseling from their immediate supervisor prior to being placed on sick leave verification pursuant to the above section.

### Authorized Uses.

- 16.1.1 Sick leave may be authorized for the following uses:
  - 16.1.1.1 An absence necessitated by the employee's personal illness or injury.
  - 16.1.1.2 An absence in the event that the employee must provide care for his/her spouse/domestic partner, child, or other member of his/her household and mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson or granddaughter who may not live in the household.

- (1) Sick leave to care for an immediate family member shall be authorized for three (3) consecutive work days or less and may be taken without requirement to provide a physician's certification of the need to care for or attend to the family member.
- (2) The County may employ reasonable means to determine the validity of any sick leave used to care for an immediate family member.
- (3) Medical and dental office appointments provided the employee notifies the department head or his/her designee three (3) days in advance of the appointment, with the exception of emergencies, or as soon as possible when the appointment has been set within three (3) days. Employees are encouraged to schedule appointments in a manner that minimizes the employee's time away from work.
- (4) Absence due to exposure to a contagious disease where quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

Sick Leave Not Authorized.

16.1.2 Sick leave shall not be authorized when any of the following conditions exist:

16.1.2.1 Disability arising from willful misconduct.

16.1.2.2 Sickness or disability sustained while on leave of absence without pay.

16.1.2.3 Inability to work because of illness due to intemperance or substance abuse unless the employee is participating in a treatment program.

Vacation Illness.

Illness or injury of an employee while on paid vacation may be charged to sick leave instead of vacation under the following conditions:

16.1.3 The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would have prevented the employee from performing his/her normal duties had he/she been at work.

16.1.4 The employee must notify his/her supervisor prior to his/her scheduled return to work, if circumstances allow it, in order to request that his/her vacation time be converted to sick leave and shall provide evidence in the form of a physician's certificate.

16.1.5 At the discretion of the appointing authority, an employee may be allowed to work back a sick leave absence of four (4) hours or less within the same work week so long as such hours do not result in overtime.

Accumulated Sick Leave.

16.1.6 Except as other provided in this section, each employee shall be paid one-half (1/2) of the value of his/her accumulated sick leave in excess of two hundred (200) hours upon his/her retirement, layoff, or death, based upon his/her salary at the time of termination.

16.1.7 In lieu of receiving such payment, the affected employee may elect to have his/her

accumulated sick leave credited toward retirement in accordance with Section 20862.8 of the Government Code of the State, to the extent allowed by the County's agreement with the applicable retirement system or carrier, provided such election is submitted in writing to the Director of Human Resources before such payment for accumulated sick leave is made.

#### Exhaustion of Available Leaves.

- 16.1.8 At the conclusion of all available leaves of absence, including workers compensation leave, paid or unpaid, if the employee is not medically able to assume the duties of his/her current position and does not qualify for disability retirement, and is not appealing the denial of worker's compensation or disability retirement the employee shall be placed on a reemployment list for a period of six (6) months if not placed in another position due to an accommodation of his/her permanent disability.
- 16.1.9 When available, during the six (6) month period, and if medically released to assume his/her full duties, the employee shall be employed in a vacant position in the classification of his/her previous assignment.
- 16.1.10 In the event the employee was in a single classification position, he/she shall be employed in a classification which is similar in scope and responsibility and for which he/she meets the minimum qualifications. This employment will be over all available candidates except for a reemployment list established because of layoff, in which case the employee shall be listed in accordance with appropriate seniority following layoff procedures.
- 16.1.11 At the conclusion of the six (6) month period, if he/she is unable to resume his/her duties, the employment relationship is severed.

#### Maternity Leave

- 16.1.12 A pregnant employee is entitled to a pregnancy leave of up to sixteen (16) weeks, the dates of which shall be mutually agreed by the employee and the department head. Such an employee may take accrued vacation, compensatory time or sick leave, for that portion of time determined to be maternity disability, during pregnancy leave. Where an employee exhausts paid vacation, compensatory time, and if applicable sick leave, she will be granted unpaid leave.
- 16.1.13 Pregnancy leave beyond sixteen (16) weeks shall be granted to an employee if such time off is recommended by her attending physician, not to exceed an aggregate of five (5) months. Additional leave without pay may be granted, upon request, as provided elsewhere in this agreement.
- 16.1.14 An employee granted leave under this section shall, where possible, be returned to the same classification and department, geographical location and shift.
- 16.1.15 An adoptive parent may be granted up to twelve (12) weeks of parental leave at the discretion of department head. Such employee may use accrued vacation or compensatory time during such leave. Any time not covered by vacation or compensatory time shall be unpaid leave.
- 16.1.16 In accordance with the Family and Medical Leave Act (FMLA), an employee shall be permitted to utilize accrued but unused leave balances for the birth, adoption, or foster

care of a child.

- 16.1.17 An employee may request to extend her/his leave beyond the time specified in Section 16.1.15 by utilizing unused and available leave balances as authorized in this MOU.

## **ARTICLE 17 LEAVE OF ABSENCE**

### 17 Approved Leave of Absence Without Pay

- 17.1 Any regular employee may be granted an approved leave of absence without pay upon the recommendation of his/her department head and approval by the County. Such leave shall be granted only upon the exhaustion of all other available discretionary leave time.
- 17.2 An employee on leave of absence without pay for more than one-half (1/2) of his/her normally scheduled work hours in a pay period can make arrangements for continued medical and dental insurance premium payments, but the employee will be required to pay both the County's and the employee's contribution.
- 17.3 Request for leave of absence without pay shall be made in writing to the department head and shall state specifically the reason for the request, the date the desired leave is to begin, and probable date of return. The department head shall respond within ten (10) days, recommending either granting or denying the request. If recommending denial, the department head shall state in writing the reasons for denial.
- 17.4 If the requested leave of absence without pay is for illness or disability, a medical statement from the attending physician covering prognosis and expected date of return to full duty shall be submitted with the request.
- 17.5 A leave of absence without pay may be for a period not to exceed one (1) year.
- 17.5.1 Extensions of leave approved for less than one (1) year may be granted upon the recommendation of the department head and approval by the County. If denial is recommended, the department head shall state in writing the reasons for recommending denial within ten (10) days of the request. If any employee wishes to return to work early from a leave of absence, he/she shall provide reasonable advance notice to the department head and Human Resources.
- 17.5.2 An employee on leave of absence without pay for more than forty (40) hours shall not be entitled to holidays or holiday pay for holidays during such leave. An employee returning from such unpaid leave must work both the regular work day before and the regular work day after a holiday in order to be paid for the holiday
- 17.6 Job Abandonment.
- 17.6.1 All absences require notice to a supervisor. An employee who is absent without notice for five (5) consecutive work days shall not be paid for the period of absence and shall be considered to have abandoned his/her position and resigned.
- 17.6.2 The employee shall be notified of the proposed separation from employment by certified mail, return receipt requested, mailed to the last recorded address in the personnel file.

Such notice shall contain a recommended date and time for a response meeting with the appointing authority or his/her designee.

## **ARTICLE 18 BEREAVEMENT**

### 18 Bereavement Leave.

- 18.1 Bereavement leave because of the death of the employee's family (spouse/domestic partner, child, father, mother, stepfather, stepmother, brother, sister, stepchild, guardian or ward) shall be granted by the appointing authority for a maximum of six (6) days per incident. Three (3) days of bereavement leave shall be County paid and an additional three (3) days shall be charged to accrued sick leave.
- 18.2 Up to five (5) day per incident shall be allowed because of the death of the employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, granddaughter, aunt, uncle, or cousin which shall be charged to accrued sick leave.
- 18.3 Bereavement leave in the case of other persons shall be granted only upon the approval of the Director of Human Resources and shall be charged to accrued sick leave.
- 18.4 The appointing authority may authorize additional sick leave with the approval of the Director of Human Resources not to exceed a total of five (5) days based on extenuating circumstances.
- 18.5 Bereavement leave shall be accounted for separately from sick leave on an employee's annual performance evaluation.

## **ARTICLE 19 HEALTH AND WELFARE**

### 19 Health.

For the term of this Agreement, the parties agree to adhere to the Sideletter regarding medical and retiree medical attached hereto.

#### Life Insurance

- 19.1.1 Effective the first of the month following ratification of this Agreement by the Board of Supervisors, the County shall provide a twenty-five thousand dollars (\$25,000.00) life insurance policy for all bargaining unit members.

## **ARTICLE 20 UNIFORM ALLOWANCE**

### 20 Payment.

Effective July, 2008, County agrees to pay each member of the bargaining unit two hundred and fifty dollars (\$250.00) per quarter for purchasing and maintaining uniforms required by department rule.

Effective July, 2008 unit members assigned to SWAT shall receive an additional one

hundred dollars (\$100.00) per quarter to purchase and maintain specialty uniforms required for the assignment and in accordance with department rule.

The allowance is to be paid quarterly in a separate draft without deductions.

Voluntary Leave.

- 20.1.1 A uniform allowance will not be paid to an employee who is on a voluntary leave without pay.

**ARTICLE 21  
DEPARTMENT TRAINING PROGRAMS**

21 Training Officer

When assigned duties as a training officer, an employee working an eight (8) hour training shift shall receive nine and one-half (9.5) hours pay. A training officer is a Deputy Sheriff that has met the Selection and Qualification Standards outlined in both the POST approved "Field Training Program Manual" and the "Court Services Training Manual" and has been appointed by the Sheriff to a trainee who is participating in either the Field Training Program or the Court Services Training Program.

An employee assigned a nine (9) hour training shift shall receive eleven (11) hours pay.

An employee assigned a twelve (12) hour training shift shall receive fourteen and one-half (14.5) hours pay.

Field training officers shall not wear chevrons.

**ARTICLE 22  
PROBATIONARY PERIOD**

22 Probationary Period.

County and Association recognize the probationary period as an integral part of the examination process.

Deputy Sheriff Classifications:

The minimum probationary period shall be twelve (12) months. The maximum probationary period shall be twenty-four (24) months.

Employees with a minimum of twelve (12) months as a Deputy Sheriff who successfully complete their field training and have worked twenty-eight (28) patrol shifts without an FTO present, or no more than sixty (60) shifts total (exclusive of light duty) shall be considered to have successfully completed their probationary period no later than the first pay period plus two (2) weeks after completion of field training.

Notwithstanding the language above, the probationary period of an individual Deputy Sheriff shall be extended to a maximum total of twenty-four (24) months when, in the opinion of Sheriff's management, it is necessary to do so.

District Attorney Investigator classifications:

Probationary period shall be twelve (12) months.

Absence during Probationary Period

- 22.1.1 Satisfaction of probation is based on time of continuous service. Except as prohibited by law, when an employee is absent without pay for more than forty (40) hours during a probationary period, the satisfaction of the probationary period shall be extended and any associated merit increase shall be delayed by a proportionate amount if the employee is provided prior written notice before the extension is effective.
- 22.1.2 Award of the associated merit increase shall be made on the first full pay period following the extended probationary period and the date for the next evaluation reset proportionally to reflect the gap in service.

Probationary Period/P.O.S.T.

- 22.1.3 In no event shall a Deputy Sheriff employee who fails to complete the requisite P.O.S.T. academy training in a satisfactory manner be retained as a Deputy Sheriff.

**ARTICLE 23  
NO STRIKE/LOCKOUT**

- 23 No lockout of employees shall be instituted by the County during the term of this Agreement. The Association agrees that, during the term of this Agreement, it will not engage in any strike, work stoppage, or other concerted activity tending to disrupt County services. During the term of this Agreement, County will not coerce or otherwise instigate any concerted action by the Association or individual employees.

**ARTICLE 24  
COUNSELING**

- 24 Psychological Services

If an employee has a problem with the way service has been provided by the contract psychological services, the employee may write a letter to the firm explaining the problem and requesting a response or a meeting. Normally, the firm will respond within a reasonable time, not to exceed thirty (30) days.

Any employee may obtain copies of any written contracts in the possession of the County from its contract psychological services relating to that employee by making a request in writing to the Department.

**ARTICLE 25  
MEETING BETWEEN REPRESENTATIVES OF THE DSA AND  
REPRESENTATIVES OF THE SHERIFF**

- 25 The Sheriff's Department agrees to meet with representatives of DSA after each Departmental staff meeting at a time and place to be mutually agreed upon by the Sheriff's representative and the DSA representative. No employee shall receive compensation for any meeting held on off-duty time. No employee who participates in such meeting on duty time shall lose any pay.

## ARTICLE 26 EVALUATIONS

26 Employees shall be evaluated in accordance with Yolo County Code Section 2-6.32 and administrative rules and regulations adopted by the County and regulations of the Department. Annual evaluations are expected to be completed not less than thirty (30) days nor more than forty-five (45) days prior to the employee's anniversary date. Should an employee's anniversary date be overlooked or an evaluation be late and, upon the discovery of the error, the employee be recommended for the anniversary increase, the County Auditor-Controller's Office, on the following month's payroll shall compensate the employee for the additional salary the employee would have received, dating from his/her anniversary date.

Evaluations shall include narrative remarks to support the overall rating.

Employees who receive ratings of overall less than satisfactory shall have included with their evaluations:

- 26.1.1 Clear and accurate statement of the problem, to include specific areas and evidence of prior counseling;
- 26.1.2 Suggested remedial action;
- 26.1.3 Suggested time frame for improvement.

Evaluations that recommend terminations or rejection from probation, need not include the above.

Employees may respond in writing to a performance evaluation.

If an employee feels that a performance evaluation is inaccurate, the employee may rebut in writing within ten (10) working days of receipt of the final evaluation.

If the overall evaluation was less than "meets acceptable level of performance" in lieu of submitting a rebuttal, the employee may within the ten (10) day time period, submit a formal appeal of the evaluation to the Appointing Authority, raising specific issues of disagreement. The Appointing Authority or his/her designee shall hold a meeting with the employee, who may have a representative present. The evaluator who completed the evaluation may be present. Following the meeting, the Appointing Authority or his/her designee shall render a written decision on the appeal, addressing the specific issues the employee raises, within ten (10) working days of the meeting on the appeal.

Outstanding performance shall be recognized as well as less than satisfactory performance.

It is understood and agreed that this is the sole and exclusive procedure for appeal of evaluations.

The setting of dates for evaluations and merit increases is based on time of continuous service. Except as prohibited by law, when an employee is absent without pay for more than forty (40) hours during an evaluation period, the evaluation period shall be extended and any associated merit increase shall be delayed by a proportional length of



time if the employee is provided prior written notice before the extension is effective. Award of the associated merit increase shall be made on the first full pay period following the extended evaluation period and the evaluation date reset proportionally to reflect the gap in service.

## **ARTICLE 27 PERSONNEL FILES**

- 27 An employee shall have the right to inspect and review any official record relating to his/her performance as an employee which is kept or maintained by the County. The County shall provide an opportunity for the employee to respond in writing to any information with which he/she disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee's permanent record. The contents of personnel records shall be made available to the employee for inspection and review at any reasonable time during the regular business hours of the County. At his/her request, an employee shall be provided one copy of any document placed in the employee's file. No employee shall have any comment adverse to his/her interest entered in his/her personnel records, or any other record used for any personnel purposes by the County, without the employee having first read and signed the contract containing the adverse comment, except that such entry may be made if after reading the contract the employee refuses to sign it. Should an employee refuse to sign, that fact shall be noted on the contract. Any matter entered in an employee's personnel file must be factual. The County and Association agree that personnel records are confidential. It is further understood and agreed that documents such as reference letters and background investigations are exempt from review by the employee or the Association.
- 27.1 Should an employee wish to have the Association or a representative review his/her personnel records in the employee's absence, he/she will provide the Association or representative with a signed letter indicating the employee's consent to have his/her records reviewed. The Association or representative shall present said consent letter to the employee's appointing authority or his/her designated representative prior to reviewing said employee's records.
- 27.2 An employee's personnel file is and remains the property of the County. In addition to the official personnel file, each appointing authority may keep a site file for each employee in the bargaining unit covered by this Memorandum of Understanding. A letter of reprimand may be withdrawn from an employee's official personnel file after three (3) years from the date of issuance by making a written request to the Department Head or Director of Human Resources. Approval of removal will be based upon improved performance. Internal Affairs files and records of an employee's discipline will be purged after five (5) years in accordance with department policy.
- 27.3 Should an employee wish to have the Association or a representative review his/her personnel records in the employee's absence, he/she will provide the Association or representative with a signed letter indicating the employee's consent to have his/her records reviewed. The Association or representative shall present said consent letter to the employee's appointing authority or his/her designated representative prior to reviewing said employee's records. All personnel files are and remain the property of the County. Each appointing authority shall keep one official personnel file for each employee in the bargaining unit covered by this Contract.

**ARTICLE 28  
TRAINING**

- 28 The Department recognizes the value of continued training in attaining the goals of professionalism in the Department and reduced liability and will make every effort to provide training to employees in the bargaining unit within the budgetary constraints of the Department.

**ARTICLE 29  
SAFETY**

- 29 CPR masks are to be provided for each patrol unit and an adequate supply to be provided at each detention facility.
- 29.1 The Safety Committee shall include vehicle safety in its discussions.

**ARTICLE 30  
MISCELLANEOUS PROVISIONS**

- 30 The DSA shall have a cumulative total of two hundred (200) hours of release time during the term of this MOU without loss of pay or benefits to engage in DSA business, exclusive of time spent in meet and confer sessions and time spent with unit members in meetings or hearings in which employees have the right to be represented.
- 30.1 The two hundred (200) hours of release time may be used by one (1) person or divided among any number of DSA officers.
- 30.2 In all cases of release time, the DSA shall notify the employee's supervisor, in writing, not less than fifteen (15) days in advance of the intended release time of the need for such release time and the employee shall secure permission from the supervisor before leaving a work assignment. Such permission shall not be unreasonably withheld. If release time is granted, the employee shall provide appropriate documentation to the supervisor. If release time is not granted, the supervisor shall notify the employee in writing at least ten (10) days in advance of the intended release time and shall state the reason for the denial.

**ARTICLE 31  
TERM**

- 31 The term of this Agreement shall commence on July 1, 2014 and continue through June 30, 2017.
- 31.1 Unless otherwise specified, all changes resulting from the adoption of this Agreement shall be effective upon the date of adoption by the Board of Supervisors.

**ARTICLE 32  
OTHER MATTERS**

- 32 The parties agree that no agreement was reached on other matters discussed and the County is not obligated to make any changes regarding such matters.

**ARTICLE 33  
SEVERABILITY**

33 If any provision of this Agreement is held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of such provision should be restrained by any such tribunal, the remainder of this Agreement shall not be affected.

**ARTICLE 34  
INTEGRATION**

34 It is agreed that the terms and conditions of this Agreement shall supersede all earlier proposals, conversations or oral or written agreements constituting any portion of the meet and confer process or other discussions leading up to the implementation of this Agreement.

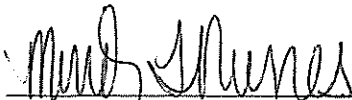
**ARTICLE 35  
WAIVER**

35 Except as provided herein, or as to other matters mutually agreed upon, neither the County nor the Association shall be required to meet and confer with respect to any subject matter or matters pertaining to or covered by this Agreement or other matters within the scope of representation for the period commencing with approval of the Agreement by the Board of Supervisors; provided, however, if any portion of this Agreement is held invalid by operation of law or by any tribunal of competent jurisdiction, County is authorized to take immediate action to achieve compliance with law, and the County shall provide Association with an opportunity to meet and confer with respect to further action to accommodate the language contained herein to law.

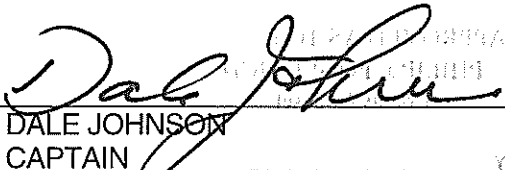
**ARTICLE 36  
BOARD ACTION**

36 The Board of Supervisors may amend its written policy and take such other action by resolution or otherwise as may be necessary in order to give full force and effect to the provisions of this Agreement. The provisions of this Agreement, except as provided herein, shall supersede County ordinances and resolutions currently in effect, for the term of this Agreement, to the extent only that they are inconsistent with the provisions of this Agreement.

COUNTY OF YOLO

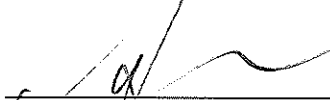


MINDI NUNES  
DIRECTOR OF HUMAN RESOURCES

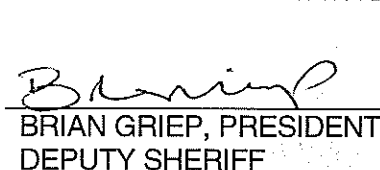


DALE JOHNSON  
CAPTAIN

DEPUTY SHERIFF'S ASSOCIATION



GARY MESSING  
LABOR REPRESENTATIVE



BRIAN GRIEP, PRESIDENT  
DEPUTY SHERIFF

*Brody Lorda*

BRODY LORDA  
PRINCIPAL PERSONNEL ANALYST

*Michael Coughlin*

MICHAEL COUGHLIN  
DISTRICT ATTORNEY INVESTIGATOR

*Don Harmon*

DON HARMON  
DEPUTY SHERIFF

*Jose Pineda*

JOSE PINEDA  
DEPUTY SHERIFF

*Aaron Moe*

AARON MOE  
DISTRICT ATTORNEY INVESTIGATOR

*Rafael Vicente*

RAFAEL VICENTE  
DEPUTY SHERIFF

*Ilse Von-Leden*

ILSE VON-LEDEN  
DEPUTY SHERIFF, RETIRED

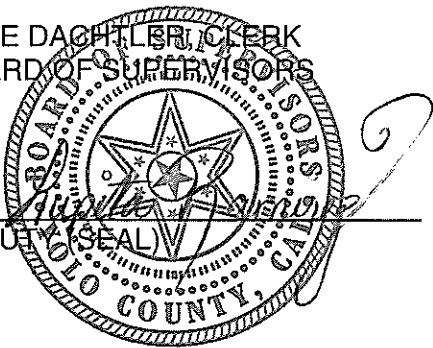
Approved by Final Determination of the Board of Supervisors of the County of Yolo this *fourth* day of *November*, 2014.

COUNTY OF YOLO, a political subdivision of the State of California.

*Don Jay*

BY: \_\_\_\_\_  
CHAIR OF THE BOARD OF SUPERVISORS  
COUNTY OF YOLO, STATE OF CALIFORNIA

JULIE DACHLER, CLERK  
BOARD OF SUPERVISORS



BY  
DEPUTY

APPROVED AS TO FORM:  
PHILIP J. POGLEDICH  
County Counsel

By *S. C.*  
Deputy