

**MEMORANDUM OF UNDERSTANDING**

**COUNTY OF YOLO**

**AND**

**YOLO COUNTY SUPERVISOR AND  
PROFESSIONAL EMPLOYEE'S  
ASSOCIATION**

07/01/2016 – 6/30/2019

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	General Provisions .....	1
2	Association Rights .....	2
3	Employee Rights.....	6
4	Management Rights.....	8
5	Evaluations .....	9
6	Work Hours.....	11
7	Sick Leave .....	14
8	Industrial Accidents (Workers' Compensation) .....	19
9	Vacation.....	20
10	Holidays.....	23
11	Leave of Absence Without Pay.....	25
12	Continuing Education and Training.....	27
13	Compensation.....	28
14	Retirement .....	38
15	Uniforms and Tools.....	39
16	Health Benefits .....	41
17	Transfer and Promotion .....	44
18	Classification and Reclassification.....	45
19	Probationary Employment.....	47
20	Working Conditions and Safety.....	49
21	Layoff and Rehire .....	49
22	Grievance Procedure.....	54
23	Disciplinary Procedure.....	59
24	Occupational Health .....	67
25	Furloughs.....	68
26	Contracting Out and Association Work.....	69
27	Strikes and Lockouts.....	69
28	Administrative Provisions.....	70
	Appendix A - List of Unit Classifications.....	74
	Appendix B - Uniform Issue Schedule .....	75
	Appendix C - Safety Boots/Shoes Schedule.....	76
	Appendix D- Total Compensation Survey Equity Adjustments .....	77
	Index.....	78

**AGREEMENT NO. \_\_\_\_\_**  
**YOLO COUNTY SUPERVISORS' ASSOCIATION**

**ARTICLE 1**  
**GENERAL PROVISIONS**

1.1 Parties

This Memorandum of Understanding is entered into by and between the County of Yolo, hereinafter referred to as the County, and the Yolo County Supervisors and Professional Employees Association, hereinafter referred to as the Association.

1.2 Purpose

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 differences which may arise, and to establish wages, hours, and other conditions of employment.

1.3 Definitions

1.3.1 **Appointing Authority:** As used in this Memorandum of Understanding, the Appointing Authority shall be the County Board of Supervisors, a Department Head and/or a designee.

1.3.2 **Employee:** Shall mean an employee in the bargaining unit represented by the Association.

1.3.3 **Days:** All reference to days shall mean calendar days unless otherwise noted.

1.3.4 **Regular Hours:** That time assigned or worked, including paid time off but not including overtime.

1.3.5 **Year:** All reference to year shall mean fiscal year unless otherwise noted.

1.4 Exclusive Recognition

Pursuant to the provisions of Resolution No. 89-113 (Employer-Employee Relations Policy of the County of Yolo) the Board of Supervisors designated the Association as the exclusive organization for the purpose of employee representation for the County employees in those classifications listed in Appendix A. Appendix A will be updated to include the professional employee classifications as they are added to the bargaining unit.

1.5 New Positions

As necessary, the County shall assign newly created classifications to a bargaining unit. Such assignments shall be after notification to affected unit representatives as outlined in the County's Employer-Employee Relations Ordinance.

**ARTICLE 2  
ASSOCIATION RIGHTS**

2.1 Employee Contact

Non-employee Association Representative(s) shall have the right to contact individual employees working within the unit on matters of Association business providing such contact does not unduly interfere with the work of the employee or the County. When contact is made at the work site of the employee during normal business hours, it shall be after prior approval of the employee's supervisor. Such approval shall not be unreasonably denied. An officer of the Association may act in-lieu of the paid representative upon prior arrangement between the paid representative and the County's Director of Human Resources.

2.2 Meetings

2.2.1 Any authorized representative of the Association shall be permitted to conduct employee meetings on matters within the scope of representation, in County facilities, before and after shifts and during meal periods providing that reasonable notice be given to the department head or a designee in advance and facilities are reserved as set forth in Section 2.2.2.

2.2.2 The Association shall have use of County facilities for meetings of off duty employees and the Association, provided that the Association has requested the facility reasonably in advance of the meeting and has received approval of use from the department in charge of the facility on the same basis as other organizations.

2.3 Communications

2.3.1 Any use of the County's interdepartmental 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.

2.3.2 The Association shall have the right to reasonable use of space on County bulletin boards and the County mail system within the standards set forth by the courts. The Association shall have reasonable use of the County telephone system to communicate with departmental employees.

2.4 Release Time

The Association shall have a cumulative total of forty (40) hours of release time off per year during the term of this Memorandum of Understanding without loss of pay or benefits to engage in Association business. Said forty (40) hours of release time may be used by one person or divided among any number of officers or designated employee representatives. In all cases of release time, the Association shall notify the employee's supervisor, in writing if possible, of the need for such release time and secure permission from the supervisor before leaving a work assignment. Such permission shall not be unreasonably denied. If release time is granted, the employee shall provide a leave slip to the supervisor which will be forwarded to Human Resources for record keeping purposes.

Up to five (5) Association members may be on release time for the negotiations sessions. The release time for negotiations will not be deducted from the forty (40) hours listed above.

2.5 Exclusive Rights

The County recognizes the exclusive right of the Association to represent members of the bargaining unit on all matters relating to employment conditions and employer-employee relations subject to the employee's right of self-representation pursuant to Government Code Section 3503.

2.6 Check-off

2.6.1 The Association shall have the sole and exclusive right to have membership dues deducted from the pay of employees covered by this Memorandum of Understanding.

2.6.2 The Association agrees to indemnify, defend and hold the County harmless against any claims made of any nature and against any suit instituted against the County arising from its check off for the dues, fees, insurance or benefit programs of the Association.

2.7 Agency Shop

2.7.1 Effective July 1, 2005, all employees in the supervisory bargaining unit, excluding extra-help employees, are required to join the Association or have deducted from their pay an Agency Shop Service Fee as set forth in 2.9.

2.7.2 Any employee who on July 1, 2005, is, or who joins thereafter as, an Association member with payroll deduction of Association dues shall remain on payroll deduction for such dues for the term of this Memorandum of Understanding.

2.7.3 Employees wishing to change from Association dues deduction to Service Fee may do so by giving written notice to the Association during the thirty (30) day period immediately prior to the expiration of this Memorandum of Understanding.

2.7.4 Employees shall be required to pay the Service Fee at the beginning of the first payroll period for July, 2005 or the payroll period which is closest to sixty (60) days after date of hire.

2.7.5 The payment of an Agency Fee is not a condition of continued employment.

2.8 Service Fee

The Agency or Service Fee for each calendar year shall be established at a percentage of the Association's periodic dues by June 1 of each calendar year.

2.9 Religious Objection

2.9.1 Any employee otherwise required to pay a service fee under this Section, and who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization. As a contractual obligation, such an employee shall be required, in lieu of the service fee, to pay a sum equal to the service fee otherwise payable under this section to a nonreligious, non-labor charitable fund exempt from taxation under Internal Revenue Code Section 501(c)(3). Upon request of the Association, such employee shall be required to submit to the Association proof of payment of the in-lieu-of service fee. For purposes of this Section, such employees shall choose from the following three (3) organizations:

- a. Firefighter's Pacific Burn Institute
- b. March of Dimes
- c. The United Way

2.9.2 Employees claiming a religious exemption shall be required to file a written statement under oath or affirmation with the Association, which identifies the religious organization by name, if any, and which provides in detail that the employee and the organization meet all the requirements for claiming the religious exemption. The County will not be required to provide payroll deduction services for contributions made to the organizations listed above in lieu of Agency Fees.

2.10 Disclosure and Reporting

2.10.1 The Association shall keep an adequate itemized record of its financial transactions and shall provide by April 1 of each year to the County and, on request, to the employees covered by this Section, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. The Association, if required to file financial reports under the Labor-Management Disclosure Act of 1959 as a result of representing employees governed by this Memorandum of Understanding, or if required to file financial reports under Section 3546.5 of the Government Code, shall instead provide the County with a copy of such financial reports. During any period of time for which the appropriate reporting forms have not been filed, the Agency Shop (or Service Fee) language shall become null and void effective following thirty (30) days written notice to the Association.

2.10.2 At the beginning of the month following receipt of all information required by this paragraph, the Agency Fee shall be reinstated until the end of the stated term of this Memorandum of Understanding. No retroactive application of agency fees shall be allowed.

2.11 Hold Harmless

The Association shall promptly refund to the County any amounts paid to the Association in error under this Section. The Association expressly agrees to indemnify and hold the County, its officers, agents and employees harmless from any and all claims, demands, costs (including any costs incurred by the County in defense of a lawsuit), attorney's fees, expenses, damages or other monetary losses arising out of or in any way connected with the administration of the Agency Shop Service Fee or the Maintenance of Membership provision. This hold harmless and indemnity agreement shall include but not be limited to legal actions of any sort or nature against the County based upon or related to this Section, including but not limited to actions by employees or former employees.

2.12 Duty of Fair Representation

The Association shall accord fair representation in all matters to all employees in the unit without regard to whether the particular employee is a member of the Association. The duty of fair representation shall include but not be limited to all matters related to collective bargaining, discipline, contract administration and contractual grievance processing.

2.13 Change of Law

In the event there is a change of law whereby any provision contained herein becomes invalid, or for any reason any provision of this Section is rendered unlawful by any published appellate court decision, this Section shall be amended to comply with the change or decision in question.

2.14 Deduction Reimbursement

The Association shall reimburse County for the cost of processing dues deductions, agency fees and insurance premiums, if any, not to exceed fifteen cents (\$.15) per Association member per month.

2.15 Discrimination

The County and the Association agree not to discriminate against any employee for activity on behalf of, or for membership or lack thereof in the Association, provided however, such activity is conducted in accordance with this Memorandum of Understanding. This shall not affect the right of the County to discipline employees for cause in accordance with the County Code and this Memorandum of Understanding. It is understood that County employees are accountable first and foremost for their duties of employment, and Association activities are not to interfere with the carrying out of those obligations.

**ARTICLE 3  
EMPLOYEE RIGHTS**

3.1 Personnel Files

3.1.1 The County recognizes the employee's rights under the State and Federal privacy laws to confidentiality of personnel files. The County accepts responsibility for maintaining confidentiality and physical security of these files. Every County employee has the right to review their personnel files at reasonable intervals during the regular business hours of the County. Employees shall have twenty-one (21) calendar days from the date of discovery or notification to respond in writing to any derogatory information in their files. Such response becomes a permanent part of the employee's personnel record.

3.1.2 For those employees who are covered under the Peace Officer Bill of Rights [Public Safety Officers Procedural Bill of Rights, CA Government Code Sections 3300-3312], they shall have thirty (30) calendar days from date of discovery or notification to respond in writing to any derogatory information in their files. Such response becomes a permanent part of the employee's personnel record.



- 3.1.3 Human Resources shall maintain the official personnel file for each employee. A working personnel file also may be maintained within the employee's department. There shall be no other personnel files maintained.
- 3.1.4 Only job-related material shall be maintained in the personnel or employee files. No entry shall be made in the personnel file unless and until the employee is provided with a copy of said entry. Confidential medical information shall be maintained separately from any personnel file.
- 3.1.5 Matters of a derogatory nature which have not in and of themselves provided the basis for disciplinary action within one (1) year from the date of occurrence or management's knowledge of their occurrence, whichever is later, shall not be used as a basis for any future disciplinary action by themselves. However, an accumulation of matters of a derogatory nature, some of which may exceed one (1) year, may lead to disciplinary action.
- 3.1.6 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 evidence of improved performance.
- 3.1.7 Nothing in this article shall be construed to limit supervisory/management employees from maintaining desk notes, communication and/or caseload files which may be related to employee performance. Any such materials shall be subject to Section 3.1.4 above.

3.2 Conflict of Interest and Disclosure Statements

Each Association employee who is affected shall be furnished with a copy of the conflict of interest code adopted by the department which the employee serves. The County shall see that the County Clerk maintains forms for statements required of Association employees by the conflict of interest provisions of the Political Reform Act of 1974 and conflict of interest codes adopted thereunder.

3.3 Seniority

Seniority for all purposes under this Memorandum of Understanding, except for layoff, shall be defined as continuous county service calculated from the most recent date of hire.

3.4 No Discrimination

No employee shall be discriminated against on the basis of his or her membership in a protected class or genetic information Complaints based

on this section shall be referred to the County's Equal Employment Opportunity and Harassment Policy or the appropriate administrative agency outside the County for resolution. This section is specifically excluded from Article 22, Grievance Procedure.

#### **ARTICLE 4 MANAGEMENT RIGHTS**

- 4.1 Except as otherwise specifically provided in this Memorandum of Understanding, the County has and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:
- (a) 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.
  - (b) To manage all facilities and operations of the County including the methods, means and personnel by which the County operations are to be conducted.
  - (c) To schedule working hours and assign work.
  - (d) To establish, modify or change work schedules or standards.
  - (e) To direct the working forces, including the right to hire, assign, promote, demote or transfer any employee.
  - (f) To determine the location of all plants and facilities.
  - (g) To determine the layout and the machinery, equipment or materials to be used.
  - (h) To determine processes, techniques, methods and means of all operations, including changes or adjustments of any machinery or equipment.
  - (i) To determine the size and composition of the working force.
  - (j) To determine policy and procedures affecting the selection or training of employees.
  - (k) 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.
  - (l) To control and determine the use and location of County property, material, machinery or equipment.
  - (m) To schedule the operation of and to determine the number and duration of shifts.
  - (n) To determine safety, health and property protection measures within the extent of the law.
  - (o) To transfer work from one job to another or from one site, department, or unit to another.
  - (p) To introduce new, improved or different methods of operations, or to change existing methods.
  - (q) To layoff employees from duty for lack of work, lack of funds and

- operational reasons.
- (r) To reprimand, suspend, discharge or otherwise discipline employees.
  - (s) To establish, modify, determine or eliminate job classifications.
  - (t) To promulgate, modify and enforce work and safety rules and regulations.
  - (u) 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 5 EVALUATIONS**

### 5.1 Schedule

- 5.1.1 All regular employees of the County shall have their work performance evaluated at regular intervals by their immediate supervisor and department head. The employee's department head or designated representative shall discuss such evaluations with the employee. A copy of the employee's performance evaluation report, signed by the department head and the employee, shall be sent to the Human Resources Department.
- 5.1.2 Employee performance evaluation reports on probationary employees serving a probation period of twelve (12) months shall be completed at the end of the third (3<sup>rd</sup>), before the end of the sixth (6<sup>th</sup>), before the end of the ninth (9<sup>th</sup>), and before the end of the twelfth (12<sup>th</sup>) month of services. Employee performance evaluation reports on probationary employees serving a probationary period of six (6) months shall be completed at the end of the third (3<sup>rd</sup>) and before the end of the sixth (6<sup>th</sup>) month of service.
- 5.1.3 Nothing shall preclude special evaluations.
- 5.1.4 Annual evaluations are expected to be completed not less than thirty (30) days following 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 shall be recommended for the anniversary increase. The employee shall be compensated for the additional salary the employee would have received dating from his/her anniversary date on the following bi-weekly payroll.
- 5.1.5 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. 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.

- 5.1.6 Evaluations shall include narrative remarks to support the overall rating.
- 5.1.7 Outstanding performance shall be recognized as well as less than satisfactory performance.

## 5.2 Administrative Review

- 5.2.1 Employees who receive summary ratings of less than satisfactory shall have included with their evaluations:
  - 5.2.1.1 A clear and accurate statement of the problem to indicate specific areas and evidence of prior counseling, if any;
  - 5.2.1.2 Suggested remedial action; and
  - 5.2.1.3 Suggested time frame for improvement.

Evaluations that recommend termination or rejection from probation need not include items 5.2.1.2 and 5.2.1.3 above.

- 5.2.2 If an employee feels that a performance evaluation is inaccurate, the employee may rebut in writing within twenty-one (21) working days of the receipt of the final evaluation.
- 5.2.3 For those employees who are covered under the Peace Officer Bill of Rights [Public Safety Officers Procedural Bill of Rights, CA Government Code Sections 3300-3312], they shall have thirty (30) calendar days to attach a rebuttal to the final evaluation.
- 5.2.4 The employee, in lieu of a written rebuttal, may within the same time period submit a formal appeal of the evaluation to the Appointing Authority raising specific issues of disagreement. The Appointing Authority 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 shall render a written decision on the appeal addressing the specific issues the employee raises, within five (5) working days of the meeting on the appeal. If not satisfied with the response the employee may prepare a formal rebuttal which shall be attached with the response to the evaluation in the personnel file.
- 5.2.5 The evaluation may be modified by the Appointing Authority only if he/she determines that it is unsupported by factual data and/or was arbitrary or capricious.
- 5.2.6 It is understood and agreed that the above is the sole and exclusive

procedure for appeal of evaluations.

## **ARTICLE 6 WORK HOURS**

### 6.1 Standard Work Week

6.1.1 The standard work week for all employees covered by this Memorandum of Understanding shall consist of forty (40) hours during seven (7) consecutive days. The pay period shall end at 12:00 midnight on each second (2<sup>nd</sup>) Saturday except for any department in which midnight falls within a shift. The pay period for such departments shall end at the beginning of the next shift after midnight. The payment of salaries shall normally be made on the Friday following the end of the pay period.

6.1.2 The standard work day for all full time employees covered by this Memorandum of Understanding shall consist of eight (8) hours.

### 6.2 Alternative Work Schedules

6.2.1 A department head may, with prior approval of the County Administrative Officer, establish alternative work schedules for employees of his/her department.

6.2.2 Any employee or group of employees desiring an alternative schedule may request, in writing, that the department establish such a schedule. Such a request shall be considered by the department head, but shall not require the establishment of or assignment to such a shift. If such a request is denied, the reasons therefore shall be explained in writing.

6.2.3 For purposes of this section, alternative work schedules shall include, but not be limited to:

a. **4/10 Schedule:** A biweekly work schedule consisting of eighty (80) hours of work scheduled in eight (8) workdays consisting of four (4) ten-hour (10-hour) shifts scheduled on each work day in the same work week.

b. **Flex Time Schedule:** A weekly work schedule consisting of forty (40) work hours during five (5) work days at other than traditionally scheduled hours for the assigned shift.

c. **9/80 Schedule:** A biweekly work schedule consisting of eighty (80) hours of work in nine (9) work days, and with no more than nine (9) hours scheduled on any work day. 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 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.

- d. **12/12 Schedule:** A biweekly work schedule consisting of eighty hours of work scheduled for six (6) workdays consisting of twelve (12) hours per workday and one (1) workday consisting of eight (8) hours. The fourteen (14) day work period shall require designation of a work week which starts and ends at noon on Sunday.
- e. Other schedules approved by the County Administrative Officer and the Board of Supervisors.

6.2.4 Alternative work schedules may be discontinued at any time if it is determined that such schedules inhibit the efficiency or maintenance of County operations and/or services. However, any proposed termination of such schedule shall be appealable only to the department head within ten (10) days of notification to the employees of such change.

### 6.3 Meal Periods

6.3.1 Except in unusual circumstances, when working a shift scheduled to be six (6) or more hours, an employee shall be granted a duty free, unpaid meal period of up to sixty (60) minutes at or near the midpoint of the shift.

6.3.2 An employee may arrange to have a shorter meal period by obtaining prior approval of the department head or his/her designee.

6.3.3 After each four (4) hour segment of overtime worked, an employee shall be granted a thirty (30) minute duty free, unpaid meal period.

### 6.4 Rest Periods

6.4.1 In each four (4) hour segment of work, an employee shall be entitled to a paid rest period of fifteen (15) minutes at or near the midpoint of the four hour segment, or as soon as practicable. Notwithstanding the foregoing when working a shift scheduled to be six (6) hours or less, an employee shall be granted at least one (1) paid rest period. After each two (2) hour segment of overtime, an employee shall be granted a fifteen (15) minute paid rest period.

6.4.2 Rest periods shall be considered time worked. Rest period time not taken shall not be accumulated.

6.5 Limited Term Employees

6.5.1 Limited term employee shall mean a person employed in a position for which the County has no anticipated long range funding, or has uncertain funding.

6.5.2 When funding ceases for a limited term position, or when the position is no longer necessary, the limited term position shall be abolished and the incumbent removed from the payroll except as provided in Section 6.5.3 below.

6.5.3 Regular employees who transfer, promote, or reduce to limited term positions at the direction of the department head shall retain status in their former positions. The department head shall make such an order in writing prior to the date of transfer or promotion.

6.5.4 All limited term employees shall be subject to the same hiring standards and shall earn all health and welfare benefits which accrue to regular employees.

6.5.5 Limited term appointments shall be for two (2) years or until the program ends, except as provided for below.

6.5.5.1 Limited term appointments in the Department of Employment and Social Services and Child Support Services shall be limited to two (2) years pursuant to Local Agency Personnel Standards and State law.

6.6 Jury Duty

6.6.1 The County encourages employees to participate in their civic responsibilities such as jury duty. If an employee receives a notice to report for jury duty, he/she shall advise his/her manager on the first business day following receipt of said notice. The manager will assess the effect of the absence on the department's workload and goals. If the manager 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 manager to grant a deferral of jury duty until the absence would be more favorable to the department.

6.6.2 A regular employee summoned for attendance to any court for jury duty or called as a witness or defendant in any matter arising out of or in the course of his/her County employment shall during his/her assigned working hours be deemed to be on duty and shall be entitled to his/her regular pay, 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. A regular employee who appears in court as a party or witness in a private matter shall not be entitled to receive his/her regular pay during such absence, but may use accrued vacation or compensatory time for this purpose.

6.6.3 In the event a night shift worker is called to court under Section 6.6.2 above, the following shall apply:

6.6.3.1 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.

6.6.3.2 Night or graveyard shall have release time on the shift following court attendance and the employee shall suffer no loss of pay or benefits.

6.6.4 Persons on Alternate Work Schedules who are called to jury duty shall make arrangements with their managers as to what their work schedules will be during the jury duty period.

6.6.5 Except for necessary travel time, employees should be at work during any work time not required to be in Court.

#### 6.7 Break in Service

No absence under any paid leave provision of this Memorandum of Understanding shall be considered as a break in service and all benefits accruing under the provisions of this Memorandum of Understanding shall continue to accrue during such absence.

#### 6.8 Shift Bidding – Sheriff's Department

Sign ups for available shifts and standby shall be conducted every six (6) months on a seniority basis. Seniority shall be determined by the date of appointment to the employee's present classification, rather than time in County employment. Classifications eligible for this bidding process are Corrections Records Unit Supervisor, Corrections Records Shift Supervisor and Correctional Sergeant.

### **ARTICLE 7 SICK LEAVE**

#### 7.1 Accrual

7.1.1 All regular permanent 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.



7.1.2 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.

7.1.3 Sick leave shall be credited as of the end of each bi-weekly pay period.

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

## 7.2 Approval

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

7.2.2 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 sick leave absences. The parties agree that such means shall not be used to discourage the appropriate use of sick leave.

## 7.3 Authorized Uses

7.3.1 An absence necessary for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee. .

7.3.2 An absence necessitated by the diagnosis, care or treatment of an existing health condition of, or preventive care for, an employee's 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.

7.3.3 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 the three (3) days. Such appointments shall be scheduled to reduce to a minimum the employee's time away from work.

## 7.4 Sick Leave Not Authorized

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

7.4.1 Disability arising from willful misconduct, as determined through the disciplinary process

- 7.4.2 Sickness or disability sustained while on leave of absence without pay
- 7.4.3 Inability to work because of illness due to intemperance or substance abuse, unless the employee is participating in an inpatient treatment program that encompasses the employee's regularly scheduled work hours.

7.5 Illness During Vacation Leave

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

- 7.5.1 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.
- 7.5.2 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, when reasonably possible, the employee shall provide evidence in the form of a physician's certificate.
- 7.5.3 At the discretion of the appointing authority, an employee may be allowed to work back a sick leave absence of less than four (4) hours within the same work week so long as such hours do not result in overtime.

7.6 Accumulated Sick Leave

- 7.6.1 Employees shall have their accumulated sick leave balance credited toward retirement in accordance with the County's CalPERS contract.
- 7.6.2 All other rights of an employee to sick leave with pay shall be canceled upon separation from the County. However, if an employee is laid off and is reinstated or re-employed within thirty-six (36) months from the date of layoff, he/she shall be credited with sick leave equal to the amount of unused sick leave which he/she had earned prior to his/her separation and for which he/she has not been paid.
- 7.6.3 Safety unit members shall be paid one-half (1/2) 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 or death or may choose to have their accumulated sick leave balance credited toward retirement in accordance with the County's CalPERS contract. Effective July 1, 2019, this section shall no longer be in effect and shall be deleted.

## 7.7 Bereavement Leave

7.7.1 Bereavement leave because of the death of a member 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 ten (10) days per incident. Three (3) days of bereavement leave shall be County paid and an additional seven (7) days shall be charged to accrued but unused leave balances.

Up to five (5) days 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.

7.7.2 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.

7.7.3 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.

## 7.8 Family and Medical Leave Provisions

7.8.1 Family and medical leave for employees shall be governed by the provisions of the federal Family and Medical Leave Act (FMLA) (29 USC Section 2601 et seq.) and the provisions of California Government Code Sections 12945.2 and 19702.3, as may be amended from time to time. Nothing in this section is intended to extend to Yolo County employees rights or benefits not extended in any of those laws. When there is a conflict between federal and state law, the provision which is more advantageous to the employee shall govern. Where there is a conflict between this section and the FMLA or state law, the FMLA or state law governs.

7.8.2 Employees who have one year/fifty-two weeks (1 year/52 weeks) of service and have worked at least one thousand and two hundred and fifty (1250) hours in the past year, are eligible to take up to twelve (12) weeks during any twelve (12) month period of family or medical leave as defined in the FMLA or state law. Family members are those persons who are so defined in the FMLA and state law.

7.8.3 The employee must provide reasonable advance notice if the need for the leave is foreseeable. The department head shall not deny leave to any eligible employee who requests family or medical leave pursuant to the provisions of the FMLA or state law. The employee has the right to reinstatement to the same or a comparable position unless the employee is exempted from such

right under the provisions of the FMLA and state law.

7.8.4 The employee shall exhaust accrued sick leave when the leave is due to the health condition of the employee. The employee shall exhaust accrued family sick leave when leave is taken to care for a child, spouse or parent with a health condition.

7.8.5 The County shall maintain coverage under any group health plan for the duration of the leave at the level and under conditions that would have been provided had the employee been working. However, the County shall only maintain such group health plan coverage for such employee for up to twelve (12) weeks within a twelve-month (12-month) period commencing with the start of the FMLA leave.

#### 7.9 Pregnancy Leave

7.9.1 A pregnant employee shall furnish her department head, not later than the fourth (4<sup>th</sup>) month of pregnancy, a statement from the attending physician which indicates the anticipated date of delivery and the opinion of the physician as to her ability to perform her normal work assignment.

7.9.2 A pregnant employee shall be permitted to work as long as, and return to work when, she is able to safely perform the duties of her position as recommended by her attending physician.

7.9.3 A pregnant employee is entitled to a maternity 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 or compensatory time or sick leave, where applicable, during maternity leave. Where an employee exhausts paid vacation, compensatory time, and if applicable sick leave, she will be granted unpaid leave.

7.9.4 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 by Section 11.1.3.

7.9.5 An employee granted leave under this section shall, where possible, be returned to the same classification and department, geographical location and shift.

#### 7.10 Catastrophic Leave

Pursuant to Section III, Chapter 7 of the Administrative Policy Manual, a Catastrophic Leave Bank Program is available for eligible employees to receive and contribute donated leave.

**ARTICLE 8  
INDUSTRIAL ACCIDENTS (WORKERS' COMPENSATION)**

- 8.1 In cases where Workers' Compensation is not immediately payable, the employee will suffer no loss of pay or charge against sick leave during the first three (3) days following an industrial accident, provided the County determines that:
- 8.1.1 The accident is, in fact, work related, and;
  - 8.1.2 Time off and duration thereof are warranted.
  - 8.1.3 If and when Workers' Compensation pays the employee for the initial waiting period this amount shall be repaid to the County.
- 8.2 In all other cases, accumulated sick leave may be applied to time off work following an industrial accident in a proportionate amount which, when added to Workers' Compensation benefits, provides total compensation equal to the employee's wage or salary. Upon exhaustion of accumulated sick leave, accrued compensatory time, vacation time and holidays shall be applied in the same manner.
- 8.3 The percentage of a full day's pay which the County adds to the amount received as Workers' Compensation pay to provide the employee with full pay shall be the percentage of a day's sick leave charged against the employee's accrued sick leave, compensatory time, vacation and holidays.
- 8.4 The County has the right to require that the treatment of work-related injuries or illnesses be provided by a County-designated physician in accordance with Sections 4600 and 4601 of the Labor Code. This does not preclude the employee from seeking emergency treatment from a physician of the employee's choice, designated in advance as provided by law.
- 8.5 An employee who has been injured on the job and is receiving pay by an accrued leave while on worker's compensation shall continue to earn sick leave, and vacation.
- 8.6 When the employee has exhausted all leave accruals and is still receiving Workers' Compensation payments, the employee shall be placed on leave of absence without pay. When on leave of absence without pay, the employee shall be required to pay the employee share of health, dental and vision premiums and the county shall be required to continue to pay the employer share of health, dental and vision premiums.

- 8.7 An employee who is injured on the job shall, within twenty-four (24) hours, report on prescribed forms such injury to his/her immediate supervisor.
- 8.8 An employee released by the workers' compensation physician to return to work must do so at the time designated or be subject to disciplinary action for unauthorized leave of absence, unless the employee has approval by their immediate supervisor for time off on other approved leave.
- 8.9 Employee Option
- 8.9.1 Any unit employee who is off work on maternity leave, industrial accident leave, or nonindustrial disability leave (State Disability Insurance/SDI) may choose to use accrued sick leave if appropriate, vacation leave or compensatory time applied to time off, or may choose not to have such leave applied.
- 8.9.2 When an employee requests leave under any of these provisions, he/she must indicate in writing before the leave begins, a preference that accrued leave is not to be used. Otherwise, accrued leave will be charged in a proportionate amount which, when added to Workers' Compensation or SDI benefits provides total compensation equal to employee's wage or salary.

## **ARTICLE 9 VACATION**

- 9.1 Vacation
- 9.1.1 All regular full-time and part-time employees shall be entitled to paid vacation according to the schedule in Section 9.2.1 or 9.2.2.
- 9.1.2 Vacation time accrual shall be based on regular hours paid. All overtime hours shall be excluded for vacation accrual purposes.
- 9.1.3 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 work days.
- 9.1.4 At the end of thirteen (13) bi-weekly pay periods, employees shall be granted forty (40) hours vacation or, if part-time, a pro-rated share thereof.
- 9.1.5 If the County changes the work week to less than forty (40) hours per week, the employee will accrue vacation as if he/she had worked forty (40) hours.

9.2 Accrual

9.2.1 For employees hired prior to January 1, 2016, accrual (in hours) per:

	<u>Pay Period</u>	<u>Reg. Hours</u>	<u>Max/Yr</u>
After 13 pay 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 17 years	6.77	.0846	176
After 18 years	7.08	.0885	184

9.2.2 For employees hired on or after the first full pay period in January 2016, accrual (in hours) per:

	<u>Pay Period</u>	<u>Reg. Hours</u>	<u>Max/Yr</u>
After 13 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

9.2.3 Vacation time shall be credited as of the end of each biweekly pay period.

9.2.4 For the District Attorney Lieutenants, credit for years of service for the above accrual rate (9.2.1 and 9.2.2) 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.

9.3 Accumulation

9.3.1 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 three hundred and twenty (320) hours.

The County agrees to extend the vacation cap to three hundred and sixty (360) hours through December 30, 2012. In the event that an Association member is unable to diminish his/her vacation accrual to three hundred and twenty (320) hours by that date, the member shall create a plan with his/her

supervisor to use the amount over three hundred and twenty (320) hours by June 30, 2013. In the event he/she is unable to reduce appropriately, he/she will have the balance of his/her hours paid to him/her in his/her deferred compensation account.

9.3.2 If a 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 future vacation accrual. For 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.

#### 9.4 Payoff

9.4.1 Upon termination of employment, and 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.

9.4.2 Any employee accruing vacation at the rate of fifteen (15) working days or more per year, and whose vacation accumulation is within forty (40) hours of the maximum allowed under Section 9.3.1, may request an equivalent cash payment for forty (40) vacation hours per fiscal year. The employee has the option to transfer these funds to his/her retiree medical trust or deferred compensation account.

9.4.3 Vacation buyback shall be suspended during fiscal years in which a furlough has been implemented. During fiscal years in which a furlough has been adopted, the vacation accrual limit for members of this unit shall be temporarily increased by the number of hours of the furlough and shall remain at that level until such time that the County Administrator or Board of Supervisors authorizes the termination of the temporary limit.

9.4.4 Effective July 1, 2017, Sections 9.4.2 and 9.4.3 above shall no longer be in effect and shall be deleted.

#### 9.5 Scheduling

9.5.1 Vacation leave shall be taken upon approval of the department head, or a designee. Within fourteen (14) calendar days after submission of a written request for vacation, the supervisor or manager shall give a written reply indicating approval or disapproval of the request.

9.5.2 When an employee has submitted a written request for vacation at least thirty (30) days in advance of the date(s) requested, said request shall not be unreasonably denied, and if approved, can only be rescinded to meet unanticipated departmental needs of an immediate nature.



- 9.5.3 Employees who have accrued two hundred and eighty (280) 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 that fiscal year.
- 9.5.4 Employees may be required to use accrued compensatory time and floating holidays before using vacation time.
- 9.5.5 Paid time off shall be granted based on the ability of the Department to accommodate the absence, with earliest request date granted first and seniority used to break ties.

## **ARTICLE 10 HOLIDAYS**

### 10.1 Regular Holidays

- 10.1.1 All Association employees shall be entitled to the following holidays with pay:
- (1) July 4 - Independence Day
  - (2) Labor Day
  - (3) Veterans Day (November 11)
  - (4) Thanksgiving Day
  - (5) Day after Thanksgiving
  - (6) Christmas Eve or New Year's Eve (four (4) hours to be taken at the end of the workshift; County offices shall remain open for business on both days.)
  - (7) Christmas Day
  - (8) New Year's Day
  - (9) Martin Luther King Jr. Day
  - (10) President's Day
  - (11) Memorial Day
  - (12) All other days appointed by the President of the United States or Governor of the State of California for a public fast, Thanksgiving, or holiday and approved by the Board of Supervisors.
- 10.1.2 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 to be a holiday in lieu of the day observed. When observance of Christmas Day or New Year's Day falls on a Friday, the four (4) hour holiday specified in Section 10.1.1(6) above shall be observed on the preceding Thursday.
- 10.1.3 Regular employees whose weekly two (2) days off are other than Saturday and Sunday shall be treated in the following manner:

- 10.1.3.1 If a holiday falls on such an employee's day off, such employee shall be granted eight (8) hours accumulated holiday time.
  - 10.1.3.2 If such an employee is required to work on a holiday, such employee shall receive overtime compensation for time worked in addition to eight (8) hours accumulated holiday time.
  - 10.1.3.3 If a holiday falls on a Saturday or Sunday, the Saturday or Sunday will be treated as the holiday.
- 10.1.4 Employees working twelve (12) hour shifts shall be treated in the following manner:
- 10.1.4.1 Employees shall observe the holiday when it falls.
  - 10.1.4.2 Employees whose regularly scheduled day off falls on a holiday as set forth in Section 10.1.1 above shall be entitled to eight (8) hours of equivalent time off or eight (8) hours pay-in-lieu at their regular rate of pay.
  - 10.1.4.3 For purposes of this Section, holiday pay (or holiday time off) is defined as straight time pay based on hours the employee is scheduled to work on the day of the holiday. In addition to holiday pay, all hours worked on the holiday shall be paid at time and one-half (1-1/2).
- 10.2 Floating Holidays
- 10.2.1 Floating holiday time shall be credited and earned as stated below, and may be taken off in increments of one hour or more during the fiscal year upon the prior approval of the Appointing Authority.
  - 10.2.2 Full time regular employees shall be credited with thirty-two (32) hours of floating holiday time on July 1 of each year. Effective July 1, 2017, full time regular employees shall be credited with forty (40) hours of floating holiday time on July 1 of each year. Employees hired after July 1 shall receive a pro-rated amount based on the pay periods remaining in the fiscal year. An employee is eligible to use floating holiday time after completing thirty (30) days of service in a regular position.
  - 10.2.3 Floating holiday time shall be taken during the fiscal year and shall not accrue from one fiscal year to the next. Floating Holidays have no cash value and shall not be paid upon termination.

10.3 Holiday on Day Off

10.3.1 Employees whose regularly scheduled day off falls on a County-observed holiday shall be entitled to equivalent time off, or pay in lieu of equivalent time off at their regular rate of pay. Employees shall be entitled to equivalent time off in conjunction with regular days off; provided, however, that County operations are not impaired.

10.4 Part-time Employees

10.4.1 Regular part-time employees shall be entitled to holidays and floating holiday time in direct proportion as his or her regular hours bear to regular full time employment.

10.4.2 Where a holiday falls on the regularly scheduled days off of a regular part-time employee, he/she shall be entitled to equivalent time off or pay in lieu of equivalent time off at his/her regular rate of pay except that such time off or pay shall be in direct proportion as his/her regular hours bear to regular full time employment.

10.5 Alternative Work Schedules

10.5.1 Excepting Section 10.1.4 above, employees on an alternative work week schedule shall be entitled to eight (8) holiday hours for each of the above listed holidays. They may choose to take any remaining hours which they would regularly work on such holiday on accrued compensatory time, vacation, or leave of absence without pay. If feasible, the department head may allow such employees to work back such hours on an hour-for-hour basis during the same work week.

10.5.2 Excepting Section 10.1.4 above, an alternative work week employee whose regularly scheduled day off falls on a holiday as set forth in Section 10.1.1 above, shall be entitled to eight (8) hours off or eight (8) hours pay.

**ARTICLE 11  
LEAVE OF ABSENCE WITHOUT PAY**

11.1 Leave of Absence Without Pay

11.1.1 Any regular employee may be granted a leave of absence without pay upon the recommendation of his/her department head and approval by the Director of Human Resources.

11.1.2 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 unless otherwise required by the Family and Medical Leave Act.

- 11.1.3 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.
- 11.1.4 If the requested leave of absence without pay is for illness or disability, a medical statement covering diagnosis, prognosis, and expected date of return to duty shall be submitted with the request.
- 11.1.5 A leave of absence without pay may be for a period not to exceed one (1) year.
- 11.1.6 Extensions of leave approved for less than one (1) year may be granted upon the recommendation of the department head and approval by the Director of Human Resources. 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 Director of Human Resources.
- 11.1.7 Failure to return to work at the expiration of a leave of absence shall be considered abandonment of position and a resignation. Such a resignation may be rescinded at the discretion of the County.
- 11.1.8 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.
- 11.2 Job Abandonment
- 11.2.1 All absences require notice to and approval by a supervisor. An employee who is absent with or without notice who has not obtained managerial approval shall not be paid for the period of the absence.
- 11.2.2 Such absence of more than five (5) consecutive work days shall be considered abandonment of his/her position and a resignation.
- 11.2.3 The employee shall be so 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.

- 11.2.4 The decision of the Appointing Authority following the response meeting shall be final and not subject to appeal.
- 11.2.5 If an employee who was determined to have abandoned his/her position is able to demonstrate through physician statement that he/she was incapacitated and unable to communicate his/her absence, he/she may be reinstated to his/her position within twenty-one (21) calendar days.

## **ARTICLE 12 CONTINUING EDUCATION AND TRAINING**

### 12.1 Continuing Education Leave

- 12.1.1 All permanent regular employees may be permitted up to forty (40) hours per fiscal year of paid leave of absence to attend any formal training or education program designed to enhance an employee's job performance and which occurs during the employee's regularly scheduled work day. This amount shall be pro-rated for part-time employees. These may include professional affiliation conferences, workshops, and meetings.
- 12.1.2 An employee requesting continuing education leave must submit a request in writing to the Appointing Authority prior to the date being requested. The Appointing Authority shall inform the employee in writing within fifteen (15) working days whether the request has been approved or denied. If denied, the reasons for denial shall be included. If, in the opinion of the employee, a request for educational leave is unreasonably denied, it may be appealed to the Director of Human Resources.
- 12.1.3 Employees shall be granted paid leave for all time spent in successful completion of State-mandated training required to maintain an employee's license and/or certificates, with approval of the Appointing Authority.

### 12.2 Tuition Reimbursement

- 12.2.1 Upon completion of a continuing education course and following submission by the employee of proof of satisfactory completion, the County shall reimburse payment of the full cost of course-required books and tuition up to a maximum of five hundred dollars (\$500) per fiscal year. Such courses must be pre-approved by management.
- 12.2.2 Employees who complete a career development plan through the Human Resources Department will be eligible for an additional reimbursement of

two hundred and fifty dollars (\$250) per fiscal year. The career development plan will outline the employee's goals for advancement in his/her current job class or for promotion to another job class or series.

12.2.3 The cost of a certificate(s) which is required for the employee's job and is not otherwise used by the employee, shall be reimbursed by the County providing such certificate is not required by the minimum qualifications for the classification of the employee.

12.3 Training

12.3.1 The County shall from time to time arrange for and provide, and Supervisory employees shall be required to participate in, the following training:

12.3.1.1 In-service training provided by County Human Resources;

12.3.1.2 In-service departmental training and orientation;

12.3.1.3 College courses on management/supervisory skills, (Provisions for release time and reimbursement of costs will apply); and

12.3.1.4 In-service County training regarding proper methods of evaluating employees, imposing discipline, mediating disputes between employees, processing of grievances filed by subordinates, and application of provisions of subordinates' Memoranda of Understanding.

**ARTICLE 13  
COMPENSATION**

13.1 Salary Schedule

During the term of this Memorandum of Understanding, general salary adjustments for all classifications designated within the Supervisors Unit shall be as follows:

13.1.1 Effective June 26, 2016, a one percent (1.0%) salary increase;

13.1.2 Effective the first day of the pay period that includes July 1, 2017, a two percent (2.0%) salary increase; and

13.1.3 Effective the first day of the pay period that includes July 1, 2018, a two percent (2.0%) salary increase.

13.1.4 Effective October 30, 2016, the County shall provide equity adjustments as listed in Appendix D.

13.1.5 Classifications shall be adjusted as needed to provide a salary range differential between them and their closest subordinate of no less than ten percent (10%). Calculation of the differential shall be made by comparing Step A of the supervisory classification to Step A of the closest subordinate classification.

13.1.5.1 If the differential applies to a classification used within a single department the entire classification salary range will be increased by the amount necessary to ensure there is no less than a ten percent (10%) salary range differential between them and their closest subordinate.

13.1.5.2 If the differential applies to a classification used throughout the County the employee(s) will receive a line item adjustment in the amount necessary to ensure there is no less than a ten percent (10%) salary range differential between them and their closest subordinate.

13.1.5.3 This adjustment shall only apply to those classes and incumbents qualifying under the following conditions: a) all incumbents who actually supervise at least the equivalent of one full-time employee, b) excludes those classes which are given a specific stipend for coordinating and providing administrative supervision of other professional classifications, and c) excludes any employee who for reasons of organizational structure or geographic location, provides administrative supervision to a higher-paid professional employee as part of his/her program responsibilities. The County may, upon notice to the Association, adjust unit salaries when adjusting wage rates which impact this differential.

13.1.6 The classifications covered by this Memorandum of Understanding are set forth in Appendix A. Salary levels for covered classifications are set forth in the Salary Resolution adopted and amended from time to time by the Board of Supervisors.

## 13.2 Shift Differential

13.2.1 Employees who work an assigned eight (8) hour shift which includes four (4) or more hours between 6 p.m. and 6 a.m. and employees assigned to a twelve (12) hour shift which includes all the hours between 6 p.m. and 6 a.m. shall receive shift differential for the entire shift at the rate of one dollar and twenty five cents (\$1.25) per hour for that shift.

Employees who work an assigned twelve (12) hour shift which includes all hours between 6 p.m. and 6 a.m. shall receive shift differential for the entire

shift at the rate of one dollar and twenty-five cents (\$1.25) per hour for that shift.

Employees who work an assigned ten (10) hour shift which includes four (4) or more hours between 6 p.m. and 6 a.m. shall receive shift differential for each of the hours worked between 6 p.m. and 6 a.m. at the rate of one dollar and twenty-five cents (\$1.25) per hour for that shift.

13.2.2 Employees shall not be entitled to shift differential pay for overtime work unless the overtime is a result of being assigned to an additional shift which falls under section 13.2.1.

13.2.3 Employees working alternative work schedules on a day shift shall not be entitled to shift differential.

13.2.4 Shift differential shall be paid only for time worked. No employee shall receive shift differential pay while on vacation, sick leave, or as in lieu of holiday pay.

13.2.5 Library employees shall receive the shift differential for regular hours worked after 6:00 p.m. on Monday through Friday and for regular hours worked on Saturday and Sunday.

### 13.3 Overtime

13.3.1 Except as provided below, all hours assigned and actually worked (exclusive of hours worked on a holiday) above the standard forty (40) hour work week by a non-exempt employee shall be paid at the overtime rate (one and one-half (1-1/2) times) in accordance with the Fair Labor Standards Act (FLSA). Classifications designated as exempt under FLSA will be entitled to forty (40) hours of Administrative Leave.

13.3.2 In no event may an employee's work schedule be changed during the same biweekly pay period when the sole purpose of such change is to avoid payment of overtime.

13.3.3 All hours worked on a County-observed holiday shall be paid at the overtime rate.

13.3.4 All hours worked on an employee's regularly scheduled day off shall be paid at the overtime rate provided the overtime was authorized in advance by the supervisor, or the employee was directed to work overtime.

13.3.5 Notwithstanding the above, a department head and employee may mutually agree to change the employee's regularly scheduled days off without incurring an overtime obligation.



13.3.6 The County shall notify employees of the need for overtime to be performed as early in advance as possible.

13.4 Compensatory Time Off

13.4.1 Overtime hours worked may be compensated with compensatory time off at a rate of one and one-half (1-1/2) times the number of assigned overtime hours worked, except as provided for in Section 13.3.1 above. No more than one hundred and sixty (160) hours of compensatory time shall be accumulated. All overtime hours worked after one hundred and sixty (160) hours of compensatory time have been accumulated shall be compensated as paid overtime.

13.4.2 Within the requirements of the Fair Labor Standards Act (FLSA), compensatory time off may only be taken upon the prior approval of the department head or his/her designee.

13.4.3 Accrued compensatory time shall be paid at the employee's regular rate of pay when an employee leaves County employment, promotes outside the bargaining unit, transfers to another department, or as determined by mutual agreement of the department head and employee.

13.5 Call Back

13.5.1 When an employee is called back to work after he/she has completed an assigned shift and left the work site, the employee shall be credited for two (2) hours of time worked, plus any and all time worked in excess of two (2) hours in which the employee is continuously engaged in assigned work. There shall be no overlapping minimums. Supervising DA Investigators shall be credited for three (3) hours of time worked when called back to work after they have completed an assigned shift and left the work site.

13.5.2 In accordance with the overtime provisions above, employees required to appear in court during their regularly scheduled off duty time shall be credited with a minimum of three (3) hours worked or the actual work hours of the appearance, whichever is longer. The provisions of this section shall 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 in a duty-related capacity. This section does not apply to employees who appear in court during, immediately before or immediately after their regularly scheduled work hours.

13.5.3 Call back time shall be paid at the applicable rate pursuant to section 13.3.1.

13.5.4 Time worked, for which the employee is entitled to compensation, shall include reasonable travel to and from the employee's residence up to a

maximum of thirty (30) minutes each way via the shortest commonly traveled route.

13.5.5 An employee shall be paid telephone call back pay in fifteen (15) minute increments.

13.6 Standby Duty

13.6.1 When an employee is assigned standby duty, the County shall inform the employee of the dates and hours of such assignment at least one (1) week in advance, except in unforeseen circumstances.

13.6.2 Employees on standby duty shall be paid at the rate of three dollars (\$3.00) per hour for all hours so assigned, and such compensation shall be paid not later than the subsequent pay period.

13.6.3 Standby duty requires the employee so assigned:

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

13.6.3.2 To be reachable by telephone or other electronic device;

13.6.3.3 To remain within a reasonable distance of the work location;  
and

13.6.3.4 To refrain from activities which might impair ability to perform assigned duties.

13.6.4 Child Protective Service employees who are assigned standby duty shall be paid at the overtime rate of one and one-half (1-1/2) times the regular hourly rate for all time worked in addition to standby pay for the entire period of the assignment.

13.6.5 Excepting Section 13.6.4 above, payment for simultaneous standby and overtime shall not be authorized.

13.7 Payroll Deductions, Errors, and Adjustments

13.7.1 All regular paychecks of employees in the Association shall be itemized to show all mandatory and voluntary deductions, overtime, holiday pay, additional wage premiums, sick leave and vacation recorded as of the date of issue.

13.7.2 Any payroll error resulting in incorrect payment for regular wages which shall include on-going supplemental pay for an employee in the Association shall be corrected no later than five (5) work days following receipt of the incorrect warrant. All others shall be adjusted on the following paycheck.

13.7.3 Any payroll adjustments due an employee in the Association as a result of working out-of-class, re-computation of hours or other reasons except procedural errors shall be payable and included in accordance with the payroll cutoff date.

13.7.4 Upon separation from employment, any outstanding amounts due the County by the employee shall be withheld from the employee's final paycheck. Any remaining amounts due the County by the employee shall become due and payable. The County reserves the right to employ whatever means are necessary to collect any and all amounts which remain outstanding.

### 13.8 Salary on Status Change

#### 13.8.1 Transfer

Any employee who is transferred from one position to another in the same salary range shall be compensated at the same step in the salary range as previously received. The employee's salary anniversary date for further merit step advancement shall not change. A transfer does not change the employee's accrued hours of compensatory time, vacation, sick leave, or floating holiday.

#### 13.8.2 Title Change

Any employee whose title has been changed to a title having the same salary range shall be compensated at the same step in the salary range. The employee's salary anniversary date for further merit step advancement shall not change.

#### 13.8.3 Promotion

Any employee who is promoted to a classification having a higher salary range than the classification formerly occupied shall receive the minimum step in the new range (not exceeding Step "E" unless the employee is currently receiving a longevity step) which reflects a full five percent (5%) increase. 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 if recommended by the department head. The employee shall receive a new salary anniversary date upon appointment.

13.8.4 Reclassification

The salary of an employee in a position which has been reclassified shall be determined as provided for elsewhere in this Memorandum of Understanding.

13.8.5 Demotion

When an employee is demoted to a classification having a lower salary range than the classification from which he/she was demoted, the salary of the employee shall be reduced to the step in the new range which most closely approximates a five percent (5%) reduction. The County may, however, in its sole discretion, Y-rate the demoted employee's salary and the salary shall not change during continuous service until the salary of the new classification exceeds the employee's Y-rated salary. The employee shall receive a new anniversary date upon appointment.

When an employee voluntarily requests demotion to a classification having a lower salary range than the classification from which he/she requested demotion, the salary of the employee shall be reduced to the step that most closely approximates the salary of the step the employee held at the time he/she requested demotion.

13.8.6 Additional Compensation for Working Out of Class

13.8.6.1 Employees may be assigned to work out-of-class. Any regular employee who is assigned the duties of a classification having a higher salary range than his/her regular assignment shall receive a five percent (5%) differential or A Step salary of the position they are working out of class in, whichever is greater. Such assignments must be made in writing and require the performance of the full range of duties normally assigned to an incumbent of a higher class for a minimum of three (3) working days. Such assignments shall be limited to three (3) months; however, with mutual consent of the Association and the Director of Human Resources, such assignment may be extended beyond three (3) months.

13.8.6.2 Any regular employee who is assigned out of class work as pursuant to section 13.8.6.1 and is contiguously reclassified to that classification shall receive service time for purposes of advancement in salary in that classification if there is no break in service between the assigned work and the date of the reclassification. The assignment to a classification having a higher salary shall not be terminated arbitrarily for the purpose of avoiding the provisions of this section.

13.8.7 Additional Compensation for Short-Term Assignments

A bargaining unit employee whose current job description does not include managerial duties may be assigned temporary managerial duties in addition to his/her regular assignment. Any such assignment shall be made by the Department Head in writing and shall be for duties not merely incidental to the employee's regular work. Such assignments shall be for not less than three (3) and not more than thirty (30) consecutive working days. An employee so assigned shall be paid an additional five percent (5%) differential for every hour actually worked, excluding hours spent in training. Any employee compensated pursuant to this section shall not be eligible for additional compensation for working out-of-class during the period of the short-term assignment.

13.9 Travel Reimbursement

Employees shall be entitled to reimbursement for mileage, meals, travel and lodging according to applicable provisions of the Yolo County Travel and Expense Reimbursement Policy as adopted by the Board of Supervisors.

13.10 Bilingual Pay

13.10.1 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 County Human Resources. Positions for which bilingual skills are necessary shall be determined by the department head after approval of the County Administrator's Office.

13.10.2 Conversational: The normal level of providing oral and written interpretation between English and another recognized language. The compensation for this level shall be fifty-five cents (\$.55) per hour for all hours worked (regular and overtime).

13.10.3 Advanced: The advanced level of providing written interpretation to interpret technical documents and concepts with a client in addition to the skills and abilities required at the conversational level. The compensation for this level shall be seventy cents (\$.70) per hour for all hours worked (regular and overtime).

13.11 Longevity Pay

13.11.1 Employees in the Association 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 on the "E" step in the classification (or above

Step "E" if Y-rated), provided the last annual performance evaluation was overall satisfactory or above.

13.11.2 Association 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 on the "L1" step in that classification, provided the last annual performance evaluation was overall satisfactory or above.

13.11.3 Employees hired subsequent to July 13, 1980, shall not be eligible for longevity pay as described in Sections 13.11.1 and 13.11.2. This provision shall apply to reinstatements, but not to employees on approved leave status or reinstatements as the result of a layoff.

13.11.4 For employees hired after July 13, 1980 and effective with the pay period including January 1, 2012, employees shall be eligible for a two and one-half percent (2.5%) increase in salary after ten (10) years of continuous service to the County from the most recent date of hire. Employees who reinstate within one (1) year of separation will be deemed to have continuous service but the time not employed by the County during the break in service will be excluded in calculating the ten-year period. Such increase shall not be retroactive.

13.11.5 Effective January 1, 2014, employees shall be eligible for an additional two and one-half percent (2.5%) increase in salary for a total of five percent (5.0%) after fifteen (15) years of continuous service to the County from the most recent date of hire. Employees who reinstate within one (1) year of separation will be deemed to have continuous service but the time not employed by the County during the break in service will be excluded in calculating the fifteen-year period. Such increase shall not be retroactive.

### 13.12 Assignment Differential Pay

13.12.1 Effective with the adoption of this Memorandum of Understanding by the Board of Supervisors, any supervisor who, on a regular basis, directly supervises twelve (12) or more subordinates, shall be compensated an additional five percent (5%) above the base salary for his/her classification during such assignment.

Subordinates shall include limited term or extra help employees who are filling an authorized position. Where more than one employee is filling one position, it shall be counted as one. Where one employee is filling a full-time position on a part-time basis, it shall be counted as one.

13.12.2 Those employees assigned to the Ombudsperson Program at the Child Support Office prior to November 1, 2010 shall receive a seven percent

(7%) differential above their base salary during the term of such assignment.

13.13 Educational Incentive

13.13.1 Association members shall receive educational incentive pay commensurate to that provided to their subordinate staff, if any.

13.13.2 District Attorney Lieutenants shall receive educational incentives as follows:

13.13.2.1 Seven and five tenths percent (7.5%) for possession of BA or POST Advanced Certificate

13.13.2.2 Five percent (5.0%) for possession of POST Supervisory Certificate

13.13.2.3 Five percent (5.0%) for possession of POST Management Certification

13.14 Deferred Compensation

13.14.1 The County agrees to continue to provide employees covered by this Memorandum of Understanding with the deferred compensation investment options mutually agreed upon by the Association and the County.

13.14.2 Effective January 1, 2005, the County shall match an employee's deferred compensation contribution according to the following schedule:

13.14.2.1 Up to one hundred and fifty dollars (\$150) per calendar year for employees with ten (10) years to nineteen and nine-tenths (19.9) years of County service.

13.14.2.2 Up to two hundred and fifty (\$250) per calendar year for employees with twenty (20) or more years of County service.

13.15.1 Military Duty

Employees with at least one (1) year of continuous County service or one (1) year of combined County service and active military service who are called to active duty, for other than training purposes, shall be eligible to receive supplemental pay which equals the difference between the employee's military salary and his/her gross pay earned by the County at the time he/she is called to duty for a period of an additional ninety (90) calendar days per fiscal year over and above the thirty (30) days per fiscal year required by California Military and Veteran's Code Section 395.01. Employees requesting supplemental pay under this section are required to submit a copy of their military pay stub which shows the amount of military salary.

- 13.16 During the term of this agreement, if another bargaining unit, excluding Attorneys, receives a higher cost of living adjustment in FY2014/15 or FY2015/16 than that provided to the Association, the Association members shall receive an additional salary increase in the amount of the difference.

## **ARTICLE 14 RETIREMENT**

- 14.1 Public Employees' Retirement System (PERS)
- 14.1.1 Employees defined as "Classic Members" shall pay the entire share of their contribution to PERS up to eight percent (8%) of salary for employees in the miscellaneous category and up to nine percent (9%) of salary for employees in the safety category.
- 14.1.2 Employees defined as "New Members" shall pay a retirement contribution that is a percentage of salary in the amount of one-half of the County's normal cost up to the amount allowed by statute.
- 14.1.3 Employee contributions shall be made on a pretax basis as provided for under IRS Code Section 414(h).
- 14.1.4 Effective January, 2009, the County shall contract with PERS to provide the 2.5% @ 55 benefit for all miscellaneous unit members except as provided below. "New Member" miscellaneous unit members on or after January 1, 2013, shall receive the 2% @ 62 benefit.
- Effective January, 2009, the County shall contract with PERS to provide the 3% @ 55 benefit (safety retirement) for employees in the classifications of Correctional Sergeant, Supervising District Attorney Investigator, Supervising Detention Officer, and Supervising Probation Officer. "New Member" safety unit members on or after January 1, 2013, shall receive the 2.7% @ 57 benefit.
- 14.1.5 "New Member" shall be as defined in AB340.
- 14.1.6 Employees shall have their retirement computed on the single highest year's salary. For employees hired after January 1, 2013, retirement benefits shall be computed by averaging the highest annual compensation over a consecutive 36-month period.
- 14.1.7 County agrees that any changes to the benefit structure of all other miscellaneous classified employees, defined in the PERS contract, shall apply to the Supervisory Unit miscellaneous employees.



**ARTICLE 15  
UNIFORMS AND TOOLS**

15.1        Uniforms

- 15.1.1        The County agrees to provide and maintain uniforms as specified in Appendix B for employees in the following classifications: Road Supervisor, Graphic Arts/Courier Supervisor, Supervising Building Craftsmechanic, Food Services Coordinator, Shop Supervisor, Supervising Parks and Grounds Maintenance Worker, Supervising Detention Officer, and Supervising Probation Officer.
- 15.1.2        Correctional Sergeants, Corrections Records Shift Supervisors, Corrections Records Unit Supervisors, Supervising Animal Control Officers and Supervising Legal Secretaries assigned to the Sheriff's Department, who are required to wear a uniform on a daily basis (with exceptions for occasional special assignment) shall be paid one thousand dollars (\$1,000) per year to purchase and maintain uniforms required by department rules. The allowance shall be included in the pay warrant that includes the first full pay period of each quarter.
- 15.1.3        Supervising Probation Officers, who are required to wear a uniform on a daily basis (with exceptions for occasional special assignment) may request reimbursement for department-required uniform expenses, as outlined in Appendix B and the department's Personal Appearance Standards policy, in an amount not to exceed two hundred and fifty dollars (\$250) per quarter.
- 15.1.4        Uniforms provided for by this article shall be worn by employees while they are on regular duty assignment.
- 15.1.5        The County may, at its option, provide a clothing allowance sufficient to cover the costs of County-provided uniforms or clothing in lieu of providing uniforms or clothing or vice versa.
- 15.1.6        The County shall make every effort to provide uniforms in a timely manner.
- 15.1.7        The County shall ensure that employees who work in areas where there is a danger of foot injuries due to falling or rolling objects, or objects piercing the sole and where such employees' feet are exposed to electrical or chemical hazards shall be provided protective footwear. The department shall determine the appropriate protective footwear based upon the duties of the employees and their potential exposure. The County agrees to provide up to two hundred and fifty dollars (\$250) per fiscal year through an IRS accountable plan for the purpose of obtaining OSHA-approved, steel-toed safety boots or safety shoes which shall be worn by those employees designated in Appendix C as a condition of employment. Payment shall be

made by the County directly to the eligible employee each year during the month of July except that a new employee hired on or after April 1 who receives the allowance upon hire shall not be eligible for an allowance until July of the second fiscal year following his/her date of hire.

15.1.8 Employees in the classification of Food Services Coordinator may, at the employee's request, be provided with an allowance of one hundred dollars (\$100) per fiscal year for the purpose of obtaining non-slip, safety-toed shoes. Payments shall be made by the County directly to the eligible employees during the month of July, except that a new employee hired on or after April 1 who received the allowance upon hire shall not be eligible for an allowance until July of the second fiscal year following his/her date of hire. Employees who choose to take the allowance shall be required to wear the safety shoes as a condition of employment.

## 15.2 Tools

15.2.1 The County agrees to provide all tools, equipment, and supplies reasonably necessary to Association employees for performance of employment duties.

15.2.2 Notwithstanding Section 15.2.1 above, in trades where the tools or equipment are normally owned by the employee, the County may require that the employee provide and maintain his/her own tools for individual use in sufficient quantity and variety to ensure adequate performance of his/her assigned duties. In such event, the County will provide a safe place for the storage of said tools.

15.2.3 The employee will give to his/her immediate supervisor an inventory of such tools and/or equipment by September 1 of each year.

15.2.4 The County shall fully compensate all Association employees for tools and/or equipment which are lost or damaged, provided that such tools are listed in the inventory and are stored in a place designated by the County. Damage to tools and/or equipment that is primarily caused by misuse or neglect shall not be cause for reimbursement or replacement at County expense. Any tool replaced or purchased using County funds shall be reasonably priced. County funds shall not be used to pay a premium price for commemorative, collector, or special-issue tools. Replacement costs shall not exceed five hundred dollars (\$500.00) for any one occurrence per employee. In the case of theft, the employee requesting compensation must provide evidence that a police report regarding the incident has been filed.

15.2.5 If any employee in the Association is required by the County or State law to use any equipment or gear to ensure the safety of the employee or others, the County agrees to furnish such equipment or gear.

15.3 Driver's Licenses

15.3.1 The County agrees that all employees required to maintain a Class A and Class B driver's license in order to perform their responsibilities for the County shall be granted adequate time off without loss of pay to maintain such license upon renewal. The County further agrees to provide medical examinations as required for Class A or B renewals.

15.3.2 Any employee who occupies a position for which a driver's license is required and utilized and who loses his/her driving privileges through revocation or suspension by the Department of Motor Vehicles (DMV) may, at the department head's option, be deemed disqualified for the position and placed on leave without pay for a maximum of thirty (30) days after which, if he/she is still not in possession of a valid California Driver's License, he/she shall be disqualified for the position and non-punitively terminated from County service.

15.4 Personal Property Reimbursement

Upon recommendation of the appointing authority, the County, in accordance with Government Code Sections 53240, shall provide for the payment of the costs of replacing or repairing property or prostheses of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee when any such items are lost or damaged in the line of duty without fault of the employee. If the items are damaged beyond repair, the actual value of such items may be paid. The value of such items shall be determined as of the time of the loss thereof or damage thereto.

**ARTICLE 16  
HEALTH BENEFITS**

16.1 Health Coverage

Represented employees may select one health care provider from the County-sponsored health plans. No change in coverage may be made except as provided in the agreements with the health plan provider.

16.2 Dental Coverage

The dental plan is mandatory for all employees regardless of their enrollment status in a medical plan. Additionally, dental coverage for the employee's spouse and dependents is made available.

16.3 Vision Coverage

The vision plan is mandatory for all employees regardless of their enrollment status in a medical plan. Additionally, vision coverage for the employee's spouse and dependents is made available.

16.4 New Employee Eligibility

Employees become eligible for dental and vision coverage beginning with the first of the month following the date of hire providing timely return of their enrollment forms.

16.5 Health Insurance

For the term of this Memorandum of Understanding the County will pay seven hundred eighty nine dollars (\$789) per month toward the health insurance premiums of employees and enrolled dependents in any category of approved plans. This amount shall be adjusted annually to reflect any change in the January medical care component of the Consumer Price Index and shall be rounded to the nearest dollar, except that in any given year the increase shall not exceed three and one-half percent (3.5%). Such adjustment shall be calculated each June and shall be effective on the first day of the first full pay period in August.

Effective June 30, 2018, the language regarding the annual adjustment based on the Consumer Price Index will be deleted. The annual adjustment calculated in June 2018 will be implemented in August 2018 as required.

16.6 Other Benefits

The County will contribute an additional amount which, when combined with the Health Insurance contribution above, equals an amount equal to ninety percent (90%) of the lowest cost plans for health, dental and vision coverage for the family premium rates starting with the first full pay period in December. This contribution may be used to purchase additional benefit coverage, which may include health, dental, vision, long-term disability, retiree medical trust and other voluntary benefits offered by the County. Premiums for all benefits will be deducted from the combined annual contribution and the remainder will be paid to the employee as taxable earnings.

For the period of July 1, 2016 to June 30, 2019, the County contribution to the combined health insurance and other benefit package shall remain the same as the County contribution for the 2016 calendar year or indexed at 90% of the lowest cost plans, whichever is higher.

16.6.1 Benefits for part-time employees shall be pro-rated for employees working fifty percent (50%) or more.

16.6.2 If an employee is placed on leave of absence without pay (LWOP) for a full pay period or more, the Other Benefits will be prorated for the year.

16.6.3 All Association employees shall be required to have medical, dental and vision insurance coverage. Employees must show proof of equivalent medical coverage if County-sponsored health plan is not chosen.

16.7 Employee Assistance Program

The County will maintain the existing Employee Assistance Program for the provision of, at no cost to the member, psychological services or counseling for personal matters affecting the members well-being and therefore affecting the members job performance. The County will inform supervisory personnel of the services available through the Employee Assistance Program, as well as post notices of the services on bulletin boards near primary work stations. Neither the County nor a department shall refer any member in need of psychological services or counseling to any firm under contract with the County to provide pre-employment psychological screening or testing.

16.8 Benefit Advisory Committee

The County agrees to continue the Benefit Advisory Committee which shall consist of a representative of each employee organization and representatives of the County. It shall be the purpose of this committee to make advisory recommendations to the Board of Supervisors on changes to the plans as well as to develop additional benefit options for employees including but not limited to enhanced dental, vision and life insurance plans.

16.9 Retiree Health Benefits

The County shall pay an amount of the health insurance premium for PERS vested retirees in accordance with PERS law and the County's contract with PERS.

16.9.1 As consideration for the retiree medical cap implementation inequity, a one percent (1.0%) equity adjustment shall be applied to all current bargaining unit classifications effective June 26, 2016.

16.10 State Disability

The County agrees to maintain the existing contract with the State for State Disability Insurance (SDI). Such disability insurance shall be provided at no cost to the County.

16.11 Flexible Spending Account

The County and Association agree to continue provisions allowed by Sections 125 and 129 of the Internal Revenue Code. Such accounts shall provide for pre-tax treatment of employee obligations for medical and dependent care costs.

16.12 Effective November 1, 2010, the County shall provide a twenty-five thousand dollars (\$25,000) life insurance policy for Supervisor's Association employees.

**ARTICLE 17  
TRANSFER AND PROMOTION**

17.1 Transfers

17.1.1 The County reserves the right to transfer employees in accordance with the needs of the County.

17.1.2 Except by mutual agreement between the Association and County no Association employee shall be transferred as a punitive measure.

17.2 Work site and Shift Transfers

17.2.1 No Association employee shall be permanently transferred between work sites and/or shifts without ten (10) days prior written notice.

17.2.2 No Association employee shall be temporarily transferred without notice at least one (1) day prior to said transfer, except in case of emergency.

17.2.3 Temporary work site and/or shift transfers shall be for a period not to exceed sixty (60) working days.

17.2.4 Transfer shall not include temporary assignment for a portion of a work day or work days to a different work location. This Section shall have no effect on the County's obligation to reimburse employees for travel on county business pursuant to this Memorandum of Understanding.

17.3 Voluntary Position Transfer

17.3.1 Voluntary position transfer for this Section shall mean a change of employment from one position to another in the same classification in the same or a different department.

17.3.2 Employees may apply to transfer into vacant positions which occur in the County. Employees desiring voluntary transfer to a new department may notify County Human Resources via the online application system. When vacancies occur for which employees have placed a transfer request, County Human Resources shall notify them of such vacancies and they may apply.

17.3.3 Qualified applicants from within the Association shall be interviewed before other applicants. The Appointing Authority shall consider the transfer applicants and decide whether or not to fill the vacant position from among the transfer applicants prior to proceeding to interview other applicants. Full consideration shall be given by the appointing authority to the employee's County experience.

17.4 Promotions

17.4.1 The County agrees that it is desirable to offer promotional opportunities to qualified applicants from within the Association. Promotional examinations shall be preferred over open examinations.

17.4.2 Employees in the Association shall be considered for job vacancies within the Association which can be considered a promotion, providing they stand within the group included on the certification list and are qualified by virtue of successful examination. Written application for such vacancy must be made within the filing period.

17.4.3 Employees in the Association shall receive first consideration. First consideration shall mean, for the purpose of this section, that promotional applicants shall be given the opportunity to be interviewed before or concurrently with other applicants. Full consideration shall be given by the Appointing Authority to the employee's County experience.

**ARTICLE 18  
CLASSIFICATION AND RECLASSIFICATION**

18.1 Classification

The County shall determine the need for and number of positions and classifications necessary to perform services as determined by the Board

of Supervisors. All such Association positions shall be placed in the classification plan of the County.

18.2 Reclassification

18.2.1 Except as noted below, any non-probationary employee may petition the department head with a request to initiate a position classification review of his/her position. Such petitions shall be submitted in writing, during the months of January or July, and must be accompanied by a completed position classification form.

18.2.2 The department head shall, within thirty (30) calendar days of the request, notify the employee in writing whether the position is going to be reviewed.

18.2.3 If the request for classification review is rejected, the employee may appeal that decision to the Director of Human Resources in writing within ten (10) days from the date of receipt of the rejection notice from the department head. Within ten (10) days from receipt of the written appeal, the Director of Human Resources or his/her designee shall schedule a meeting with the employee and/or the employee representative in order to assist in determining whether the reclassification study shall be undertaken and thereafter shall provide a written answer to the grievant within five (5) days of the meeting. The decision of the Director of Human Resources shall be final.

18.2.4 Position classification reviews by County Human Resources shall be concluded and written recommendations shall be delivered to the Board of Supervisors by June 10 for petitions submitted in January or by December 10 for petitions submitted in July. Affected employees and the Association shall receive a copy of the recommendation, including rationale for the recommendation.

18.2.5 Position classifications approved by the Board of Supervisors shall be effective the first pay period after January 1 for petitions submitted in July and the first pay period after July 1 for petitions submitted in January.

18.2.6 Position classification determinations are not subject to grievance or other appeal.

18.3 Salary Placement

18.3.1 If the position is reclassified to a class having the same salary range, the salary and anniversary date of the employee shall not change.

18.3.2 If the position is reclassified to a class having a higher salary range, the employee salary will be adjusted to the step of the new range (not



exceeding Step "E") which most closely approximates an increase of five percent (5%). The employee shall receive a new anniversary date upon reclassification.

- 18.3.3 If the position is reclassified to a class having a lower salary range, the salary and anniversary date of the employee shall not change, and the salary of the employee shall be designated as a Y-rate and shall not change during continuous regular service until the salary of the new position exceeds the employee's present salary.
- 18.3.4 Where an entire class of positions in any department is reclassified, the incumbents with permanent status in the position shall be entitled to serve in the new positions. When a position or positions less than the total class is or are reclassified, the reclassified position(s) shall be filled by the department head from incumbents in the positions within the department who have been in the positions for one (1) year or more.
- 18.3.5 The County retains the right to create or abolish positions, or classes of positions. If the County decides to abolish a position or class of positions, it shall give the Association notice in writing and an opportunity to meet and confer on the possible effects of such action on Association employees.
- 18.3.6 The County agrees to meet and confer with the Association, if requested, on the matter of establishing a salary range for new classifications in the Association prior to the submission of recommendations to the Board of Supervisors for determination.
- 18.3.7 Reclassification to a position with a higher salary range and greater responsibility shall be considered a promotion and the provisions regarding probationary period and rejection shall apply.
- 18.3.8 In the event the employee is reclassified to a position which is not part of the Supervisor's Association and to a bargaining unit that does not have the same health and welfare benefit structure, the employee's salary placement shall include that portion of the health and welfare income the employee was receiving at the time of reclassification.

## **ARTICLE 19 PROBATIONARY EMPLOYMENT**

- 19.1 Probation Period - New Hire
- 19.1.1 The County and the Association recognize the probationary period as an integral part of the examination process.

19.1.2 The probationary period for all new County employees in the Association shall be one (1) year, dating from date of hire. Satisfaction of probation is based on time of continuous service. Except for pre-approved vacation and compensatory time off, when an employee is absent 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. 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.

19.2 Probation Period - Promotional

19.2.1 Probationary period for all promotional candidates who have not achieved permanent status in a prior classification with the County shall be at least six (6) months in the higher class, or that amount which when combined with the six (6) month probationary period equals one (1) year of continuous successful service in County employment. Should such an employee fail to complete probation he/she shall not have the right to return to his/her former classification, but may be returned to his/her former classification at the County's sole option.

19.2.2 The probationary period for all promotional candidates who have achieved permanent status shall be six (6) months, dating from the effective date of promotion. Except for pre-approved vacation and compensatory time off, employee absences totaling forty (40) hours or more shall serve to suspend the accumulation of credit toward completion of the probationary period, for the amount of such absence in excess of forty (40) hours.

19.2.3 If a promotional candidate who otherwise holds permanent status is rejected during probation, said employee shall be returned to the same classification, salary range, step, and to the actual position previously held, where vacant. If return to that position is not possible, all placement possibilities within the former department shall be exhausted before attempting to place the employee in any vacant position in the former classification elsewhere in the County. If there are no current vacancies in that classification, the County shall place the employee in another position in the same class series or another position in the County for which the employee qualifies.

19.3 Probation Period - Demotion/Transfer

An employee who demotes or transfers into a position outside his/her previous class series for which he/she has not passed probation shall serve a six (6) month probationary period.

19.4 Probation Period - Rejection

At any time an employee may be rejected from a probationary appointment without right of appeal or hearing.

**ARTICLE 20  
WORKING CONDITIONS AND SAFETY**

20.1 Facilities

20.1.1 The County shall maintain adequate rest room, lavatory and lunchroom facilities for use by County employees.

20.1.2 The County will do its best to maintain adequate heating and cooling and ventilation at County work stations.

20.2 Safety Committee

The County agrees to maintain its Safety Committee. Any Association employee who is appointed to membership on the Safety Committee shall be allowed reasonable release time to carry out his/her obligation.

**ARTICLE 21  
LAYOFF AND REHIRE**

21.1 General Provisions

When for reasons of lack of funds, lack of work, or operational reasons the County has determined a layoff is necessary, the County shall give notice thereof to the Association. Thereafter, persons to be laid off shall be determined in accordance with the rules set forth in this Article. Notice and an opportunity for hearing shall be given as set forth in this Article. County Human Resources shall make an effort to transfer a regular employee who is to be affected by a reduction in force to another vacant position for which such employee may qualify, or for which such employee may be retrained within a reasonable time period.

21.2 Order of Layoff

Layoffs shall be made by classification within a department. Within each affected classification in a department, appointments of all extra help employees shall be terminated before those of any limited term employees; all appointments of limited term employees shall be terminated before those of any probationary employees. All appointments of probationary employees shall be terminated before any permanent employees are laid off. Part-time employees shall be laid off before full time employees. Such

employees shall be dismissed in the inverse order of seniority when such termination is in preparation for layoff.

21.2.1 In the event of layoff for Accountant-Auditor I, employees shall be combined with employees in the class of Accountant I in the department and dismissed in the inverse order of seniority when such termination is in preparation for layoff.

21.2.2 In the event of layoff for Accountant, employees shall be combined with employees in the class of Accountant II in the department and dismissed in the inverse order of seniority when such termination is in preparation for layoff.

21.2.3 In the event of layoff for Senior Accountant or Senior Accountant-Systems, employees shall be combined with employees in the class of Accountant III in the department and dismissed in the inverse order of seniority when such termination is in preparation for layoff.

### 21.3 Seniority

21.3.1 The seniority date of an employee for purposes of layoff and rehire shall be based upon the date of appointment to the employees present classification followed by the date of hire in the County.

21.3.2 For purpose of layoff, time in classification shall be the determining factor. Persons in a higher classification may bump to the next lower classification within the same class series and department as allowed by Section 21.4. Time in classification in a higher classification will be computed as time in any lower classification bumped into for purposes of layoff from the lower classification.

21.3.3 A break in employment shall result in the acquisition of a new date of hire. Any employee laid off after acquiring permanent status shall, after reinstatement, regain the seniority credit possessed at the time of layoff. Periods of approved absences shall be credited as continuous County employment.

21.3.4 If the seniority of two (2) or more persons in the affected classification within a department in the same category is identical, date of hire within the classification shall be determinative. If the seniority of two (2) or more persons in the affected classification within a department, in the same category and date of hire within the classification is identical, date of hire in the department shall be determinative. If all of the above are equal, the order of layoff shall be broken by lot.

21.4 Bumping

21.4.1 Any employee designated to be laid off may bump into any lower classification in his/her current series within the same department. If he/she has previously held permanent status in the same or another County classification(s) he/she may bump back (in sequence of most recently held) to his/her former classification(s) and employing department(s), provided that such classification(s) has not been abolished.

If the former classification(s) has been abolished as a result of, or as a consequence of, the County changing the classification title, the employee may bump back to an equivalent position within their current department, or within another department, as long as he/she has more classification seniority as defined in Section 21.3 above, than the employee to be displaced.

21.4.2 Within this Association, an employee may exercise the bumping rights provided in section 21.4.1, if:

21.4.2.1 he/she has more classification seniority as defined in Section 21.3 above, than the employee to be displaced;

21.4.2.2 he/she is willing to accept the same or reduced compensation level;

21.4.2.3 he/she meets the minimum qualifications for the same or lower class; and

21.4.2.4 he/she requests displacement action in writing to County Human Resources within five (5) days after receipt of the notification of layoff.

21.4.3 Notwithstanding the above, part-time employees shall only have the right to bump full-time employees when they assume a full-time position.

21.4.4 If an employee is bumped, he/she shall be laid off in the same manner as an employee whose position has been abolished.

21.4.5 Employees bumping into a classification represented in a different bargaining unit, shall become subject to the applicable provisions of the Memorandum of Understanding governing that bargaining unit with regards to seniority and bumping. If no Memorandum of Understanding is in force, the Personnel Merit System of the County Code shall govern.

21.4.6 For those members who receive notice that they will be laid off and who have exercised their right to bump into a lower classification, should the County implement furloughs or any other cost savings concessions, the County will work with individual employees in determining if the concessions can be minimized.

21.5 Notice of Layoff

21.5.1 The employee shall be given written notice of layoff by the County at least twenty-one (21) calendar days in advance of the effective date of such layoff. The notice of layoff shall include the following information: reason for layoffs, effective date of layoff, a copy of this Article, and forms to request hearing and to assert bumping rights.

21.5.2 An employee who has been notified of his/her impending layoff and who possesses no, or has waived his/her, bumping rights may be granted up to forty (40) hours release time without a loss of pay or benefits, by prior agreement with his/her supervisor, to obtain other employment. Management will not unreasonably withhold permission to utilize this time. In addition, employees may use accrued vacation or compensatory time for this purpose once notice is given. This release time shall not be available until expiration of the initial five (5) day appeal period after written layoff notice is given to the employee.

21.6 Health Insurance

An employee who has been laid off from County service may elect to continue health insurance coverage according to the provisions of law and procedures established by the County.

21.7 Reemployment Lists

21.7.1 A Reemployment List is particular to a classification. Any vacancy occurring in the class from which employees have been laid off shall be offered first to qualified and available employees on the Reemployment List for that class in order of seniority. An eligible employee may have his/her name placed on a Reemployment List for a period of thirty-six (36) months, in the following ways:

21.7.1.1 A regular employee who is laid off and/or reduced in class or displaced shall be automatically placed on the Reemployment List for his/her class at the time of layoff in order of County-wide seniority.

21.7.1.2 A regular employee who has been laid off may request that his/her name be placed on the Reemployment List for a lower class in his/her current series.

21.7.1.3 A regular employee who has been laid off may request that his/her name be placed on the Reemployment List for a different classification he/she held in a permanent status prior to layoff.

21.7.2 Status on the Reemployment List can be lost under the following circumstances:

21.7.2.1 If the person indicates unavailability or if attempts to reach the individual (including by certified mail) are unsuccessful; however, restoration to the Reemployment List may occur if the person indicates availability in writing within the original eligibility period.

21.7.2.2 If the person declines three (3) job offers to a position equivalent to prior status held at layoff from the Reemployment List, the person's name may be removed from that list.

21.7.2.3 A person may accept offers of extra-help and limited term status and remain on the Reemployment List.

21.7.3 When a person is reemployed from a Reemployment List the employee shall be entitled to accrue sick leave and vacation at the same rate at which it was accrued prior to layoff. His/her status in relation to probationary period, merit salary increases, and seniority shall be the same as at the time of layoff. Any unused sick leave accrual shall be reinstated.

21.7.4 An individual on a Reemployment List may accept an extra-help appointment or position and not lose his/her Reemployment List status.

## 21.8 Hearing

21.8.1 A permanent employee who receives a notice of layoff shall be entitled to request a hearing by the County Administrative Officer (or his/her designee) prior to the effective date of the layoff. A hearing will be granted if the employee alleges specific facts on his/her appeal form which, if true, would cause such appeal to be granted. Such a request shall be made within five (5) days of service of the notice of layoff. Failure to make such request shall waive the right to hearing. At said hearing, the employee may challenge only the determination of seniority, bumping rights, and material compliance with this procedure. The employee shall have the right to be represented by a representative of his/her choosing, to present evidence, and to cross examine any witnesses. Following the hearing, the County Administrative Officer (or his/her designee) shall issue an order affirming or revoking the layoff of the employee. Unless the order is to revoke the layoff, the employee shall be laid off on the date set forth in the notice.

21.8.2 If, after request, the hearing is not held prior to the effective date of layoff as set forth in the notice of layoff, the effective date of the layoff shall be deemed to have been extended until after the hearing and the issuance of the order by the County Administrative Officer.

21.8.3 Filing of an appeal to the County Administrative Officer shall not relieve the employee of the obligation to assert his/her bumping rights within the time limits as contained under Section 21.4.2.4.

21.9 Personnel Lists

At the time notices of layoff are sent to employees, County Human Resources shall post in the Human Resources Office a list of all County employees in the departments affected, arranged by classification and seniority date. Such a list for the affected department shall also be posted in the department. Employees shall be entitled to obtain, on request, a similar list for positions they previously held in other departments of the County, but such list may contain only the names and seniority dates of employees in that classification in that department.

**ARTICLE 22  
GRIEVANCE PROCEDURE**

22.1 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.

22.2 Definitions

22.2.1 Grievance. A grievance is a claim that a specific provision of this Memorandum of Understanding has been violated, misapplied or misinterpreted in a way that adversely affects an individual grievant and/or the entire membership of the Association.

22.2.1.1 Major Disciplinary Actions. Discharges, demotions, reductions in pay and/or suspensions without pay for more than sixteen (16) work hours for the same cause in any twelve (12) month period shall not be subject to grievance pursuant to this Article.

22.2.1.2 Minor Disciplinary Actions. Written reprimands, disciplinary transfers, and/or suspensions without pay for sixteen (16) or fewer work hours for the same cause in any twelve (12) month period may be subject to grievance to the extent authorized in this Article.

22.2.2 Grievant. A grievant is (1) any individual employee represented by the Association 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.

22.2.3 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 Memorandum of Understanding that affects the entire Association, an entire department or ten (10) or more Association members in any one classification. In order to exercise such standing the Association must provide sufficient information to allow a complete investigation.

22.2.4 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 in the grievance process.

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 Memorandum of Understanding section and the specifics of the violation;
- (6) The date(s) on which 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;
- (12) The timelines for responding at each level.

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

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

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

22.2.5 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.

22.3 General Provisions

22.3.1 This procedure shall be the exclusive procedure for adjusting grievances of employees within the Association.

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

22.3.3 The grievant must be present at every level of the proceeding and may be represented 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.

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

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

22.3.4.2 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.

22.3.5 Proceedings shall, whenever possible, be held during normal working hours. If held at other than grievant's normal working hours at the request of the Appointing Authority, the grievant shall be entitled to an equivalent number of hours off on an hour-for-hour basis. Grievance meetings with management shall be considered time worked.

22.3.6 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.

22.3.7 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.

22.3.8 Time limits are considered an integral and important part of this procedure and may not be waived or ignored except by mutual agreement of the

parties, which is confirmed in writing.

22.3.8.1 Parties recognize the need to expedite resolution of all grievances and the time limits set are maximums.

22.3.8.2 By mutual consent, which is confirmed in writing, the parties may waive or consolidate any step(s) of the grievance process.

22.3.9 Preambles, purpose clauses and administrative procedures of this Memorandum of Understanding shall not be subject to grievance.

22.3.10 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.

22.3.11 Unless otherwise identified, all days are calendar days.

22.3.12 Any written response or meeting requirement by a manager or Appointing Authority may be provided by his/her designee.

22.3.13 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.

22.3.14 Nothing in this Article shall prohibit a peace officer from exercising his/her rights under the Peace Officer Bill of Rights. [Public Safety Officers Procedural Bill of Rights, CA Government Code Sections 3300-3312.]

## 22.4 Informal Resolution

22.4.1 An aggrieved employee shall first discuss the grievance with his/her immediate supervisor and shall identify the discussion as the informal step of the procedure.

22.4.2 Within ten (10) 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 forty-five (45) 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.

## 22.5 Formal Levels

22.5.1 Level 1. 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.

22.5.2 Level 2. 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) days 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.

22.5.3 Level 3. 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 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.

22.5.3.1 Any waiver of the requirement for a meeting with the concerned parties at Level 3 shall be confirmed in writing.

22.5.3.2 If the decision of the Director of Human Resources resolves the grievance to the satisfaction of the grievant, it shall bind the County, subject to the ratification by the Board of Supervisors of unbudgeted expenditures.

22.5.4 Level 4. If the Association is not satisfied with the decision made by the Director of Human Resources, the Association may within ten (10) 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.

22.5.4.1 The request for a hearing shall be made in writing to the Director of Human Resources (or his/her designee) who shall within ten (10) days of receipt of the request for a hearing request a list of seven (7) arbitrators from the State or shall request a similar list of mediators from the California State Mediation/Conciliation Service.

22.5.4.2 Within ten (10) days of receipt of the list, the County and the

Association shall select the Arbitrator or Mediator by alternate striking of names from said list until only one name remains or until both parties agree upon the person to hear the arbitration. The party to strike first shall be determined by coin toss.

- 22.5.4.3 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.
- 22.5.4.4 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 the 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.
- 22.5.4.5 In the event that Voluntary Mediation Process is pursued, the mediation sessions shall be confidential in nature and attended only by 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.
- 22.5.4.6 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 except in those cases where the employee is not represented by the Association.
- 22.5.4.7 Any appeal which has not been scheduled within twelve (12) months of the request for arbitration or mediation shall be deemed to have been withdrawn with prejudice.

## **ARTICLE 23 DISCIPLINARY PROCEDURE**

### 23.1 Purpose

- 23.1.1 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.

23.1.2 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.

## 23.2 Definitions

23.2.1 Just Cause. Disciplinary action may only be brought against a permanent employee for the causes outlined in County Code Section 2-6.47.

23.2.2 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.

23.2.3 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.

23.2.4 Minor Disciplinary Actions. Actions taken against a regular permanent employee by the Appointing Authority for cause which include written reprimand, disciplinary transfer, or suspension without pay up to and including sixteen (16) hours for the same cause within any twelve (12) month period.

23.2.5 Parties. The affected employee, the Association, the Appointing Authority, or other members of supervision and management.

23.2.6 Response (Skelly) Meeting. An informal meeting in which the employee has the opportunity to respond to proposed charges prior to action.

23.2.7 Hearing. A formal hearing held following an appeal of an employee of disciplinary action taken by an Appointing Authority.

23.2.8 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.

23.2.9 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 specified within this section.

23.2.10 Day. Calendar day unless otherwise specified.

### 23.3 Time Limits

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. No hearing officer, arbitrator, or other trier of fact shall have the authority to hear a grievance that has not been filed within the precise limits of time agreed to by the parties or by written extensions.

### 23.4 Exclusive Procedure

23.4.1 This procedure shall be the exclusive procedure for taking disciplinary actions and appealing disciplinary actions against regular permanent employees.

23.4.2 Minor disciplinary actions, except for appeals of minor disciplinary suspensions for those employees who fall under the Peace Officer Bill of Rights, shall be subject to appeal only through the grievance procedure, up to and including Formal Level 3 of the grievance process (Article 22). Sections 23.7 through 23.9 of Article 23 shall not apply to minor disciplinary actions.

### 23.5 Notice of Proposed Discipline

23.5.1 The employee shall be given written notice of a proposed disciplinary action, exclusive of a written reprimand, not less than ten (10) calendar days in advance of the date the action is proposed to be taken.

23.5.2 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.

23.5.3 The notice shall contain:

- a. The reasons for the proposed action, including the rule(s) or regulation(s) or ordinance(s) violated and a complete explanation of the reasons.
- b. A copy of the charges and the recommended action.
- c. 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).
- d. The date and time for the response meeting with the Appointing Authority during which the employee and his/her representative shall have an opportunity to refute the charges or present facts which may not be known to management.
- e. Notice that if no written response 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.

23.5.4 Accompanying Material. The notice shall be accompanied by either copies of material on which the charges and recommendations are based, or if the materials are too voluminous to copy easily or are confidential within the Public Records Act, a description of the materials and a reasonable opportunity to inspect, summarize, or make copies.

- a. The employee may copy and inspect all materials designated as the basis for charges and recommendations by Appointing Authority.
- b. The employee may copy and inspect his/her personnel file.
- c. The employee may copy and inspect only the parts of other County records which the employee generated in his/her job, unless the Appointing Authority orders broader discovery.

23.5.5 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.

## 23.6 Response (Skelly) Meeting

23.6.1 At the time and place set for the meeting giving the employee the opportunity to respond, the employee may respond orally and/or in writing, personally or by or with a representative.

23.6.2 Neither the Appointing Authority nor the employee shall be entitled to call witnesses or take testimony.

23.6.3 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.

- 23.6.4 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:
- a. An explanation of the basis for the action;
  - b. the charges upheld;
  - c. the effective date(s) of the imposed discipline;
  - d. a list of items upon which action is based or new documents, if appropriate; and
  - e. notice of employee's right to appeal.

## 23.7 Appeal

23.7.1 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 or the parties may agree to pursue mediation. Such appeal may include the severity of the penalty imposed.

23.7.2 Upon the request of either the County or the employee, a Mediator may be requested from the State Mediation and Conciliation Service to attempt to resolve the disciplinary action after Formal Level 3 of the grievance process (Article 22). 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.

23.7.3 For those employees who fall under the Peace Officer Bill of Rights [Public Safety Officers Procedural Bill of Rights, CA Govt. Code Sections 3300-3312], minor disciplinary suspensions shall be handled as follows:

23.7.3.1 If an employee has requested and participated in a response meeting with the Appointing Authority as set forth in Section 23.6 above, or has 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.

- 23.7.3.2 The filing of an appeal shall not stay the effective date of the order of disciplinary action.
- 23.7.3.3 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.
- 23.7.3.4 The failure to serve written demand for a hearing within the prescribed period shall be deemed a waiver of the right to a hearing and the order of minor disciplinary action shall be final. Such failure constitutes a failure to exhaust administrative remedies.
- 23.7.3.5 The demand for hearing shall include the specific grounds for appeal and copies of materials on which the appeal is based.
- 23.7.3.6 Upon receipt of the written request for a hearing, the Director of Human Resources shall request two (2) names from the Association to serve on the three-member (3-member) Board. Individuals named shall not be employees of the appealing employee's department and may be members of the local law enforcement community. The third (3<sup>rd</sup>) panel member shall not be a member of the employee's department and will be named by the Director of Human Resources.
- 23.7.3.7 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.
- 23.7.3.8 The Director of Human Resources shall notify the parties in writing of the time and place for the hearing at least fifteen (15) days prior to the hearing.
- 23.7.3.9 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.

23.7.3.10 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.

23.7.3.11 The Board shall conduct a hearing and shall, within fifteen (15) 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 of the parties and shall not be subject to appeal.

23.7.3.12 An appeal through this procedure waives grievance proceedings under any Agreement or Memorandum of Understanding between the County and any employee organization.

23.7.4 Nothing in this Article shall prohibit a peace officer from exercising his/her rights under the Peace Officer Bill of Rights.

23.7.5 Filing of an appeal or request for mediation shall not stay the effective date of the order of disciplinary action.

23.7.6 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 disciplinary action.

23.7.7 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.

23.7.8 The demand for hearing shall include:

- a. The specific grounds for appeal; and
- b. Copies of materials on which the appeal is based or, if too voluminous, reference to materials in the custody of the County.

23.7.9 Within ten (10) days of 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.

- 23.7.10 Upon receipt of the name of the selected Arbitrator, the Director of Human Resources shall contact the employee and arrange for the earliest hearing date mutually agreeable to the Arbitrator, the employee and the County. Should the Arbitrator's calendar preclude a hearing date within sixty (60) 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.
- 23.7.11 Nothing shall prevent the parties from agreeing to the name of an Arbitrator without resorting to the requesting of a list.
- 23.7.12 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.
- 23.7.13 Three (3) days prior to the hearing each party shall provide the Arbitrator, through the Director of Human Resources, 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.
- 23.7.14 An appeal through this procedure waives grievance proceedings under any agreement or memorandum between the County and any employee organization.

## 23.8 Hearing

- 23.8.1 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.
- 23.8.2 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 the proceedings for cases falling under the jurisdiction of this Article.
- 23.8.3 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.

23.8.4 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.

23.9 Arbitrator/Mediator Cost.

The Association and the County agree to bear one-half (1/2) 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 except in those cases where the employee is not represented by the Association.

**ARTICLE 24  
OCCUPATIONAL HEALTH**

24.1 Preventive Health Maintenance Program

The County and Association favor development and administration of preventive health maintenance program activities to address job related occupational health problems, such as disability retirement, worker's compensation, excessive absenteeism, alcoholism, drug abuse, employee counseling, job stress.

24.2 General Provisions

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

24.2.2 The physical requirements of jobs will be determined and job-related standards will be developed and implemented by the County. 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 condition may be a detrimental factor to the employee's ability to do the assigned work, 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 pertinent to full job performance will be allowed a reasonable period to correct such condition.

- 24.2.3 Medical examinations shall be performed by a physician designated by the County.
- 24.2.4 Medical examinations ordered by the County under this provision shall be at no cost to the employee. Appointments for such examinations shall be on County time.
- 24.2.5 If adverse action is proposed to be taken against an employee as a result of said medical examination, employee has the right to obtain a second (2<sup>nd</sup>) examination by a physician of his/her choice selected from a panel of two (2) or more physicians provided by the County at no cost to the employee. Medical examination records available to the County shall be considered prior to the County proceeding with any adverse action.
- 24.3 Uncorrected job-related medical conditions determined to be incapacity for performance of duty as defined and governed by Title 2, Division 5, Part 3, Chapter 8, Article 3 of the California Government Code, commencing with Section 21020, shall be handled according to that section. The above referenced provisions of the Government Code provide that the employer may determine disability and petition the Public Employee's Retirement System, State of California, for a disability retirement. For this purpose, the County will designate the examining physician and undertake the costs of medical examination.

## **ARTICLE 25 FURLOUGHS**

- 25.1 The County reserves the right to temporarily furlough employees in case of financial hardship as determined by the Board. The total number of furlough days in any one (1) fiscal year shall not exceed eighty (80) hours.
- 25.2 Furloughs are not layoffs and will not be subject to layoff provisions of this Memorandum of Understanding or County Code. The County agrees to provide at least thirty (30) days advance notice of the decision to furlough and an opportunity to meet and confer over the effects of furlough on Association employees. Furlough days shall be counted toward completion of probation and eligibility for health benefits as if they were worked. To the extent possible, reduction in pay as a result of furloughs shall be spread over the remainder of the fiscal year to minimize the impact on any given pay period.
- 25.3 The parties agree that "furloughs" shall not be used for employee disciplinary purposes.
- 25.4 The Count shall notice employees at least fifteen (15) days in advance of the first furlough day.

25.5 Furlough days shall be considered time in paid status for the purposes of accrual of benefits, eligibility for holidays, sick and vacation leaves, health and welfare benefits, service time toward merit increases, completion of probation, and seniority for purposes of layoff. Furlough days shall not be considered as calendar days for purposes of satisfying administrative contract provisions.

25.6 Furloughs will only be instituted in this unit if an equivalent measure is to be applied to all other employees in regular positions over which the County has control.

## **ARTICLE 26 CONTRACTING AND ASSOCIATION WORK**

### 26.1 Contracting Out

If County proposes to contract out work which has been customarily and routinely performed by Association employees and if such action will result in layoff of those Association employees, the County agrees to give the Association ten (10) days prior notice and an opportunity to meet and confer on the effects of layoff on Association employees.

## **ARTICLE 27 STRIKES AND LOCKOUTS**

### 27.1 General Provisions

27.1.1 No lockout of unit employees shall be instituted by the County during the term of this Memorandum of Understanding.

27.1.2 The Association agrees that during the term of this Memorandum of Understanding, or any extension thereof, neither it nor its officers, employees, or members will engage in, encourage, sanction, or suggest any strikes (including sympathy strikes), work stoppages, slowdowns, mass resignations, sick-ins, strike picketing, or any other actions which would involve suspension of, or interference with the normal work of the County.

27.1.3 In the event that Association members participate in such activities in violation of Section 25.1.2 of this Article, the Association shall notify those members so engaged to cease and desist from such activity and shall instruct the members to return to their normal duties.

27.1.4 In the event that the Association through its representatives, officers or directors engages in, encourages, sanctions, or suggests any of the actions set forth in Section 27.1.2 of this Article, the County reserves the right to

discontinue dues deductions for the duration of this Memorandum of Understanding.

## **ARTICLE 28 ADMINISTRATIVE PROVISIONS**

### 28.1        Integration

28.1.1        This Memorandum of Understanding constitutes the entire agreement between the parties and concludes meeting and conferring on any subject, except as provided herein, whether included in this Memorandum of Understanding or not.

28.1.2        It is agreed that the terms and conditions of the Memorandum of Understanding itself shall constitute the whole of the agreement between the parties thereto, and that the terms and conditions of this Memorandum of Understanding shall supersede all earlier proposals, conversations, or oral or written agreements constituting any portion of the meet and confer process between the parties.

28.1.3        The parties agree that no agreement was reached on other matters discussed and that the County is not obligated to make any changes or take any action regarding them. The County reserves the right to make organizational changes with notice to the Association.

### 28.2        Alteration

No alteration or variation of the terms of this Memorandum of Understanding shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

### 28.3        Severability

If any provision of this Memorandum of Understanding shall be held invalid by operation of law, or by any tribunal of competent jurisdiction or, if compliance with or enforcement of any such provision should be restrained by any said tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby. If any portion of this Memorandum of Understanding is so held invalid or if compliance with any provision is restrained, the County is authorized to take immediate action to achieve compliance with law, provided that the County shall give notice to the Association prior to such action and the County shall provide the Association with an opportunity to meet and confer within thirty (30) days after any determination of invalidity or service of a restraining order, for the



purpose of arriving at a mutually satisfactory replacement for such article or section.

28.4 Implementation

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 Memorandum of Understanding. The provisions of this Memorandum of Understanding, except as provided herein, shall supersede County ordinances and resolutions currently in effect, for the term of this Memorandum of Understanding, to the extent that they are inconsistent with the provisions of this Memorandum of Understanding.

28.5 Term

28.5.1 This Memorandum of Understanding shall become effective on July 1, 2016 after adoption by the Board of Supervisors and shall remain in full force and effect to and including June 30, 2019.

28.5.2 Unless otherwise specified in this Memorandum of Understanding, all changes resulting from the adoption of this Memorandum of Understanding shall be effective the first day of the pay period following the date of adoption.

28.6 Waiver

The waiver by the County or any of its officers or employees, or the failure of the County or any of its officers or employees to take action with respect to any right conferred by, or any breach of any term, covenant, or condition of this Memorandum of Understanding shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or of any other term, covenant, or condition of this Memorandum of Understanding.

28.7 Total Compensation Survey

The County agrees to complete a Total Compensation Survey in the final year of this agreement using the same survey tool and methodology as that used for the 2016 survey. The County will deliver the results to the Association for their use in bargaining by April 15, 2019.

28.8 The Association will appoint two representatives by October 1, 2016 to work with the County in reviewing and finalizing comprehensive Personnel Rules and Regulations to replace the existing Personnel Merit System provisions

contained in Title 2, Chapter 6 of the County Code. The Association agrees to jointly recommend approval of the final rules to the Board of Supervisors.

28.9 Association employees hired prior to July 1, 2016, shall continue to be eligible for the Registered Nurse Retention Differential adopted by the Board of Supervisors on February 15, 2005. The differential shall not apply to employees hired after July 1, 2016.

Signed and agreed to this 12th day of October, 2016 by the following parties:

**FOR THE COUNTY**

  
\_\_\_\_\_  
GINA ROWLAND  
DIRECTOR OF HUMAN RESOURCES  
CHIEF NEGOTIATOR


  
\_\_\_\_\_  
JILL COOK  
DEPUTY COUNTY ADMINISTRATOR

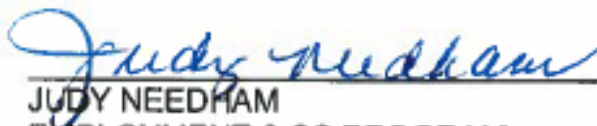
  
\_\_\_\_\_  
RONALD MARTINEZ  
DEPUTY COUNTY COUNSEL III


  
\_\_\_\_\_  
LOUIS PIRES  
LIEUTENANT

**FOR THE ASSOCIATION**

  
\_\_\_\_\_  
CHERYL SCHIELE  
CHIEF NEGOTIATOR

  
\_\_\_\_\_  
SHERYL HARDY-SALGADO  
PROPERTY TAX SUPERVISOR

  
\_\_\_\_\_  
JUDY NEEDHAM  
EMPLOYMENT & SS PROGRAM  
SUPERVISOR

  
\_\_\_\_\_  
JEFFREY PURCELL  
CORRECTIONAL SERGEANT

  
\_\_\_\_\_  
MARK CHRISTISON  
ASSOCIATE CIVIL ENGINEER

Approved by Final Determination of the Board of Supervisors of the County of Yolo on this 22nd day of November, 2016.

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

BY:   
CHAIR, BOARD OF SUPERVISORS

ATTEST:

JULIE DACTLER, DEPUTY  
BOARD OF SUPERVISORS

BY:   
DEPUTY



APPROVED AS TO FORM:

PHIL POGLEDICH  
COUNTY COUNSEL

BY:   
DEPUTY

## APPENDIX A

Listed herein are all Yolo County job classifications represented by the Yolo County Supervisor's and Professional Employees Association.

Accountant	Principal Appraiser
Accountant I	Project Manager
Accountant II	Property Tax Supervisor
Accountant III	Road Supervisor
Accountant-Auditor I	Secretary to the Dir.-Sup
Administrative Assistant	Senior Accountant
Administrative Clerk III	Senior Admin Serv Analyst
Administrative Clerk IV	Shop Supervisor
Alcohol, Drug and MH Prog Coor	Social Worker Supervisor I
Associate Civil Engineer	Social Worker Supervisor II
Asst. Chief Building Official	Staff Services Analyst II
Auditor I	Supervising Accounting Technician
Auditor II	Supervising Animal Services Of
Auditor III	Supervising Child Support Off
Business Services Supervisor	Supervising Clerk-Recorder
Children Services Elig Sup	Supervising Clinician
Correctional Sergeant	Supervising Detention Off - 1
Corrections Records Shift Sup	Supervising Elections Tech
DA Lieutenant	Supervising Env. Health Spec.
Departmental IS Coordinator	Supervising Haz Mat Spec.
Deputy Ag Comm/Sealer	Supervising Legal Secretary
Electronic/Technical Librarian	Supervising Parks & Facilities
Emergency Prep Program Sup	Supervising PH Nutritionist
Employment & SS Program Sup.	Supervising Phys/Occ Therapist
Facilities Services Coord	Supervising Probation Officer
Financial Services Analyst	Supervising Programmer Analyst
Food Services Coordinator	Supervising Pub Health Nurse
GIS Coordinator	Supervising Rev Collection Off
Health Program Coordinator	Supervising Solid Waste Attend
Homeless Prog Coord	Supervising Staff Nurse
Librarian I	Supervising Technical Supp Spc
Librarian II	Supervising Telecom. Spec.
Library Branch Sup - MLS	Support Services Supervisor
Library Branch Sup - Non-MLS	Systems Accountant
Library Circulation Supervisor	Telecommunications Coord.
Library Regional Supervisor	
Library Specialist	

**UNIFORM ISSUE SCHEDULE**

<b><u>Classification</u></b>		<b><u>Issue</u></b>
Associate Civil Engineer	Other:	Jacket, vest, safety gear
Food Services Coordinator	Daily: Other:	Pants, shirt Jacket as needed
Graphics Arts/Courier Supervisor	Daily:	Pants, shirt
Road Supervisor	Daily: Other:	Pants, shirt Jacket, raingear and coveralls as needed
Shop Supervisor	Daily: Other:	Pants, shirt Jacket, raingear and coveralls as needed
Supervising Building Craftsmechanic	Daily: Other:	Pants, shirt Jacket, raingear and coveralls as needed
Supervising Parks and Grounds Maintenance Worker	Daily: Other:	Pants, shirt Jacket, raingear and coveralls as needed
Supervising Detention Officer	Daily:	Coveralls/Shop coats/ Jackets/pants or other appropriate protection and all required attire in the transportation unit
Supervising Probation Officer	Other:	Shirt, Jacket, as needed

Shirt/blouse and jacket will include name and identification patches.

Road Worker series shirt will be blaze orange for safety purposes.

Uniform color for other classifications may be selected by consensus of the employees within the classification series and approval of the department head.

**SAFETY BOOTS/SHOES SCHEDULE**

For the following classifications and any other position that the County determines that foot protective equipment shall be worn, the County shall provide a safety shoe allowance pursuant to Article 15.1.9.

Associate Civil Engineer

Deputy Ag Commissioner & Sealer

Facilities Services Coordinator

Graphic Arts/Courier Supervisor

Road Supervisor

Shop Supervisor

Supervising Building Craftsmechanic

Supervising Detention Officer - Transport

Supervising Environmental Health Specialist

Supervising Hazardous Materials Specialist

Supervising Parks & Grounds Maintenance Worker

Supervising Solid Waste Attendant

Supervising Telecommunications Specialist

APPENDIX D

Total Compensation Survey Equity Adjustments

<u>Class Title:</u>	<u>% increase</u>
Alcohol, Drug and MH Prog Coor	6.30%
Asst. Chief Building Official	4.03%
Correctional Sergeant	11.61%
DA Lieutenant	6.12%
Departmental IS Coordinator	4.45%
Electronic/Technical Librarian	0.52%
Facilities Services Coord	4.03%
Financial Services Analyst	4.96%
GIS Coordinator	4.45%
Health Program Coordinator	6.30%
Homeless Prog Coord	6.30%
Librarian I	0.52%
Librarian II	0.52%
Library Branch Sup - MLS	0.52%
Library Branch Sup - Non-MLS	0.52%
Library Circulation Supervisor	0.52%
Library Regional Supervisor	0.52%
Library Specialist	0.52%
Road Supervisor	4.03%
Senior Admin Serv Analyst	4.96%
Shop Supervisor	4.03%
Staff Services Analyst II	4.96%
Supervising Animal Services Of	4.81%
Supervising Clinician	6.30%
Supervising Detention Off - 1	6.61%
Supervising Parks & Facilities	4.03%
Supervising PH Nutritionist	6.30%
Supervising Phys/Occ Therapist	6.30%
Supervising Probation Officer	6.61%
Supervising Programmer Analyst	4.45%
Supervising Solid Waste Attend	4.03%
Supervising Technical Supp Spc	4.45%
Supervising Telecom. Spec.	4.45%
Telecommunications Coord.	4.45%

## INDEX

### A

Additional Compensation, 34  
Administrative Review, 10  
Agency Shop, 3  
Alteration, 70  
Alternative Work Schedule, 11, 25  
Annual Evaluations, 9  
Assignment Differential Pay, 36  
Association Rights, 2

### B

Benefits Advisory Committee, 43  
Bereavement Leave, 16  
Bilingual Pay, 35  
Bumping, 51

### C

Call Back, 31  
Catastrophic Leave, 17  
Change of Law, 6  
Check-Off, 3  
Classification, 45  
Communications, 2  
Compensatory Time Off, 31  
Conflict of Interest, 7  
Continuing Education Leave, 27  
    Cost Reimbursement, 27  
Contracting Out, 69

### D

Deduction Reimbursement, 6  
Deferred Compensation, 37  
Definitions, 1, 54, 60  
Demotion, 34  
Dental Coverage, 41  
Discipline, 60  
Disclosure and Reporting, 5  
Discrimination, 6, 7  
Driver's Licenses, 41  
Duty of Fair Representation, 5

### E

Educational Incentive, 37  
Employee Assistance Program, 43  
Employee Contact, 2  
Employee Rights, 6  
Evaluations, 9  
Exclusive Recognition, 1  
Exclusive Rights, 3

### F

Facilities, 49  
Family and Medical Leave, 17  
Flexible Spending Account, 44  
Floating Holidays, 24  
Furloughs, 68

### G

Grievance, 54

### H

Health Benefits, 41  
    Health Coverage, 41  
    Health Insurance, 42  
  
    New Employee Eligibility, 42  
    Other Benefits, 42  
Hold Harmless, 5  
Holiday Day Off, 25  
Holidays, 23  
    Alternative Work Schedules, 25  
    Part-time Employees, 25  
    Regular Holidays, 23

### I

Implementation, 71  
Industrial Accidents, 19  
Integration, 70



**J-K**

Job Abandonment, 26  
Jury Duty, 13

**L**

Layoff and Rehire, 49  
    General Provisions, 49  
    Order of Layoff, 50  
    Notice of Layoff, 52  
    Health Insurance, 52  
    Hearing, 53  
    Personnel Lists, 54  
Leave of Absence without Pay, 25  
Limited Term Employees, 13  
Lockouts, 69  
Longevity Pay, 35

**M**

Management Rights, 8  
Meal Periods, 12  
Medical Examinations, 67  
Meetings, 2  
Military Duty, 37

**N**

New Positions, 2  
Notice of Proposed Discipline, 61

**O**

Occupational Health, 67  
Out of Class (Compensation), 34  
Overtime, 30

**P-Q**

Part-time Employees, 25  
Payroll Adjustments, 32  
Payroll Deductions, 32  
Payroll Errors, 32  
PERS, 38  
Personal Property Reimbursement, 41  
Personnel Files, 6  
POST Certificate, 37  
Pregnancy Leave, 18  
Probation Period – Demotion, 48  
Probation Period – New Hire, 47  
Probation Period – Promotional, 48  
Probation Period – Rejection, 49  
Probation Period – Transfer, 49  
Promotion, 33, 45  
Purpose, 1

**R**

Reclassification, 34, 46  
Reemployment Lists, 52  
Release Time, 3  
Religious Objection, 4  
Response Meeting (Skelly), 62  
Rest Periods, 12  
Retiree Health Benefits, 43

**S**

Safety Committee, 49  
Safety Shoes, 40, 76  
Salary, 28  
    Salary Placement, 46  
    Salary Schedule, 28  
Seniority, 7, 50  
Service Fee, 4  
Severability, 70  
Shift Bidding, 14  
Shift Differential, 29  
Sick Leave Credit Option (PERS), 16  
Sick Leave, 14  
    Accrual, 14  
    Approval, 15

Authorized Uses, 15  
Not Authorized, 15  
Illness during Vacation, 16  
Skelly Meeting, 63  
Standard Work Week, 11  
Standby Duty, 32  
State Disability Insurance, 44  
Strikes, 69

**T**

Term, 71  
Title Change, 33  
Tools, 40  
Total Compensation Survey, 71  
Training, 28  
Transfers, 33, 44  
Travel Reimbursement, 35  
Tuition Reimbursement, 27

**U**

Uniform Issue Schedule, 75  
Uniforms, 39

**V**

Vacation, 20  
    Accumulation, 21  
    Accrual, 21  
    Payoff, 22  
    Scheduling, 22  
Vision Coverage, 42  
Voluntary Position Transfer, 45

**W**

Waiver, 71  
Workers' Compensation, 19  
Working Conditions and Safety, 49  
Worksite and Shift Transfer, 44