

# **Memorandum of Understanding**

**COUNTY OF YOLO**

**AND**

**STATIONARY ENGINEERS, LOCAL 39  
(GENERAL UNIT)**

July 1, 2016 through June 20, 2018

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**MEMORANDUM OF UNDERSTANDING  
GENERAL UNIT**

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the County of Yolo, hereinafter referred to as the COUNTY, and the International Union of Operating Engineers, Stationary Local 39, AFL-CIO, hereinafter referred to as the UNION.

**PREAMBLE**

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

**ARTICLE 1  
RECOGNITION**

1.1 Exclusive Representative.

The County recognizes the Union as the exclusive bargaining agent for all County employees working in those classifications listed in Appendix A.

1.2 New Positions.

As necessary, representatives of the County and the union shall discuss assigning any newly created classifications to a bargaining unit. Such assignments shall be by mutual agreement. If the parties fail to agree, the issue shall be resolved in accordance with the Employer-Employee Organization Relations Resolution.

**ARTICLE 2  
UNION RIGHTS**

2.1 Employee Contact.

The Union Representative of the International Union of Operating Engineers shall have the right to contact individual employees working within the representation unit on matters of Union business provided 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.

2.2 Meetings.

2.2.1 Any authorized representative of the Union 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 provided that reasonable notice be given to the department head or designee in advance and facilities are reserved as set forth in Section 2.2.2.

2.2.2 The Union shall have use of County facilities for meetings of off duty employees and the Union, provided that the Union 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 The Union 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 Union shall have use of the County telephone system to communicate with departmental employees provided that the Union pays all costs of such use. Such use shall not extend to any special features of the County's voice mail system.

2.3.2 Any use of the County's interdepartmental mail system by any person for official service or notification is done at the sender's risk of non-receipt by the addressee, in which event such service or notification shall not be effective.

2.4 Release Time.

The Union shall have a total of 40 hours of release time off during the term of this Memorandum of Understanding for each individual shop steward without loss of pay or benefits to engage in Union business provided the Union has notified Human Resources of the names of the shop stewards in advance. Should a shop steward be replaced during the term of this agreement, the unused time from the previous shop stewards shall be available to the new shop steward. This release time is in addition to release time for purposes of contract negotiations. In all cases of release time, the Union shall notify Human Resources, in writing if possible, of the need for such release time and the employee shall secure permission from the supervisor before leaving a work assignment. Such permission shall not be unreasonably denied. The Union agrees it will authorize a maximum of thirty (30) shop stewards at any one time.

2.5 Exclusive Rights.

The County recognizes the exclusive right of the Union 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 Grievance Processing.

Employee representatives may investigate and process formal grievances filed by employees.

2.7 CAL-OSHA.

Unless summoned by the Union, the Union Office shall be notified upon the arrival of a Cal-OSHA representative conducting an on-site walk-around safety inspection of any area, department, division or other subdivision of the County.

2.8 Check Off.

2.8.1 The Union shall have the sole and exclusive right to have membership dues, or service fees deducted from the pay of employees covered by this Memorandum of Understanding.

2.8.2 The Union 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 Union.

2.9 Agency Shop.

2.9.1 All employees in the general bargaining unit, excluding extra-help employees, shall join the Union or have deducted from their pay an Agency Shop Service Fee as set forth in 2.10.

a. Any employee who on December 29, 1991, is a Union member with payroll deduction of Union dues shall remain on payroll deduction for such dues for the term of this agreement.

b. Employees wishing to change from Union dues deduction to service fee may do so by giving written notice to the Union during the thirty (30) day period immediately prior to the expiration of this Agreement.

c. Employees shall be required to pay the Service Fee at the beginning of the payroll period which is closest to thirty (30) days after date of hire.

2.10 Service Fee.

2.10.1 The Agency or Service Fee for each calendar year shall be established at a percentage of the Union's periodic dues by January 30 of each calendar year.

2.10.2 Religious Objection - 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 Union, such employee shall be required to submit to the Union 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

- 2.10.3 Employees claiming a religious exemption shall be required to file a written statement under oath or affirmation with the Union, 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.
- 2.11 Disclosure and Reporting - The Union shall keep an adequate itemized record of its financial transactions and shall provide by April 1 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 Union, if required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees governed by this Agreement, 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 30 days written notice to the Union. 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 MOU. No retroactive application of agency fees shall be allowed.
- 2.12 Hold Harmless - The Union shall promptly refund to the County any amounts paid to the Union in error under this Section. The Union 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 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.
- 2.13 Duty of Fair Representation - The Union 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 Union. The duty of fair representation shall include but not be limited to all matters related to collective bargaining, discipline, contract administration and grievance processing.
- 2.14 Should the Union initiate any action which is successful in merging the General and Supervisory Bargaining Units, the Agency Shop provision will become null and void.
- 2.15 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.

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

2.17 Discrimination.

The County agrees not to discriminate against any employee for his/her activity on behalf of, or for his/her membership in the Union, provided however, such activity is conducted in accordance with this Memorandum of Understanding. This shall not affect the right of the County to discipline line 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 Union 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 his/her personnel files, as defined by Labor Code Section 1198.5(a), at reasonable intervals during the regular business hours of the County.

3.1.2 Human Resources shall maintain the official personnel file for each employee. A site working file also may be maintained within the employee's department. There shall be no other personnel files maintained.

3.1.3 Only job related material shall be maintained in the described files. No entry shall be made in the official personnel file unless and until the employee is provided with a copy of said entry. Employees shall have fourteen (14) calendar days from the date of receipt by the employee to respond in writing to any derogatory information in their files. Such response becomes a permanent part of the employee's official personnel record.

3.1.4 Management shall not use material of a derogatory nature as a basis for disciplinary action if the material was not acted upon at the time of the incident.

3.1.5 No materials maintained in the site working file may be used as the basis for, or as supporting documentation in, any proposed disciplinary action unless and until said materials are placed in the official personnel file in accordance with Section 3.1.3 above.

3.1.6 An employee may grieve the placement of any material into his/her official personnel file. Such a grievance, if brought, may only be pursued through Level 3 of the formal grievance procedure. This Section shall not apply to any material for which there exists a separate avenue of appeal, including performance evaluations.

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 3.1.3 above.

### 3.2 Performance Evaluation.

3.2.1 Probationary employees will normally be evaluated every three months during the first year of employment or during the first six (6) months after promotions and non-probationary employees annually. Nothing shall preclude special evaluations.

To be considered timely, non-probationary annual evaluations are expected to be completed no earlier than thirty (30) days prior to the employee's anniversary date and no later than one week following the anniversary date. Should an employee's anniversary date be overlooked or an evaluation be late and, upon discovery of the error, the employee be recommended for the merit step increase, the County payroll office, on the following month's payroll shall compensate the employee for the additional salary he/she would have received, dating from his/her anniversary date.

3.2.2 Evaluations shall include narrative remarks to support the overall rating. A copy of the evaluation shall be provided to the employee at the time of the evaluation review. Reference to an employee's sick leave usage shall be limited to documenting potential abuse, excessive usage, placement on sick leave substantiation or an employee's improvement in limiting sick leave usage. There shall be no other reference to an employee's sick leave usage on an evaluation.

3.2.3 Employees who receive an overall rating of "Improvement Expected/Required" shall have included with their evaluations:

- a. A clear statement of the problem, to include specifics and evidence of prior counseling, if any;
- b. Suggested remedial action; and
- c. A suggested time frame for improvement.

Evaluations that recommend rejection from probation, need not comply with this Section. Evaluations that recommend termination need not include (b) and (c).

3.2.4 An employee may rebut his or her performance evaluation in writing within ten (10) working days of receipt of the final evaluation.

3.2.5 Where a merit step increase is delayed or denied because of a timely "less than standard" performance evaluation, the denial of the merit step increase shall be grievable to the Department Head in accordance with the grievance procedures set



forth in this agreement. In no event, however, shall the denial of a merit step increase be appealable beyond Formal Level 3

3.2.6 Performance evaluation forms may not be used in any formal disciplinary procedure by either party unless prepared and submitted to the employee in a timely manner. Timely manner is defined in section 3.2.1 above.

3.2.7 In the event that an employee does not receive a performance evaluation within the prescribed timelines, it shall be assumed that the employee's work performance is rated as "Meets Expectations."

### 3.3 Conflict of Interest and Disclosure Statements.

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

### 3.4 Seniority.

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

3.4.2 Seniority among equally qualified employees shall be considered in the bidding for transfers, schedules, shifts, assignments, promotions and modified hours. Time off, including vacation schedules, and other paid time off, shall be based on the date of request with seniority used to break ties.

### 3.5 No Discrimination.

3.5.1 No employee shall be discriminated against on the basis of his or her membership in a protected class. Claims of discrimination shall be filed in accordance with the County's Equal Employment Opportunity and Harassment Policy with any of the following:

- Immediate supervisor
- Any supervisor or manager within or outside of the department
- Department Head
- County Equal Employment Opportunity Coordinator or designee

3.5.2 Nothing in this Section shall preclude an employee from filing a claim of discrimination with the appropriate state or federal agency. This Section is specifically excluded from Article 13: Grievance Procedure.

## **ARTICLE 4 MANAGEMENT RIGHTS**

4.1 Except as otherwise specifically provided in this Agreement, 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; create new classifications and after notice to the Union and discussion, if requested, determine the initial salary range.
- (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.
- (v) To temporarily furlough employees without pay for budgetary reasons.

## **ARTICLE 5 WORK HOURS**

### 5.1 Standard Work Week.

5.1.1 The standard work week for all employees covered by this Memorandum of Understanding shall consist of forty (40) hours during seven consecutive days. The pay period shall end at 12:00 midnight on each second 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.

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

### 5.2 Alternative Work Schedules.

5.2.1 A department head may, with prior approval of the County Administrative Officer, and notification to the union, establish alternative work schedules for employees of his/her department. Eligibility, participation in and implementation of any such work schedules shall be at the sole discretion of the Department Head.

5.2.2 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. The Department Head shall have ten (10) working days to notify the employee or group of employees of his/her decision in writing with the reasons for the decision explained.

5.2.3 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 for eight (8) workdays consisting of ten (10) hours scheduled on each workday and no more than forty (40) hours of work scheduled per 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.
- d. 12/12 Schedule: A biweekly work schedule consisting of eighty (80) 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 CAO and the Board of Supervisors.

5.2.4 Alternative work schedules for one or more employees may be discontinued based upon the operational needs of the department by the department head upon thirty (30) days' notice to the affected employees(s) except and only in the event of an unanticipated coverage issue of an immediate nature in which case the employee shall be provided with five (5) working days' notice. Any proposed termination of such schedule shall be appealable to the Director of Human Resources within five (5) working days of notification of its termination. The Director of Human Resources' decision shall be final.

### 5.3 Meal Periods.

5.3.1 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.

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

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

### 5.4 Rest Periods.

5.4.1 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 (4) 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.

5.4.2 Rest periods shall be considered time worked. Rest periods shall not be used to delay starting times, lengthen meal periods or advance quitting times unless the employee is prevented by the supervisor from taking the rest period.

5.4.3 Persons required to enter data into a computer by keyboard continuously shall be allowed an additional five (5) minute work break each hour during which they shall be expected to perform other non-data entry work.

### 5.5 Shift Differential.

5.5.1 Employees who work an assigned eight (8) hour shift which includes four (4) or more hours between 6 p.m. and 11 p.m.; who work an assigned eight (8) hour shift which includes four (4) or more hours between 11 p.m. and 6 a.m.; and employees who work a twelve hour (12) shift which includes the hours between 6 p.m. and 6 a.m. are eligible for a shift differential of \$0.90 per hour for the entire shift. Effective June 16, 2013, employees are eligible for a shift differential of one dollar and twenty five cents (\$1.25) per hour for the entire shift.

- 5.5.2 Employees shall not be entitled to shift differential pay for overtime work.
- 5.5.3 Employees working on a day shift shall not be entitled to shift differential even in cases where the working of overtime extends the work day beyond 6:00 p.m.
- 5.5.4 Shift differential shall be paid only for time worked. No employee shall receive shift differential pay while on paid leave or as in lieu of holiday pay.
- 5.5.5 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.
- 5.6 Overtime.
- 5.6.1 Except as provided below, all hours actually worked in excess of 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). All time paid for hours not worked (e.g., sick leave, vacation, comp time, etc.) shall not count toward the forty (40) hour threshold for overtime. For employees assigned to a 12/12 schedule, all hours actually worked in excess of eighty (80) hours in a fourteen (14-) -day work period shall be compensated at the overtime rate.
  - 5.6.1.1 If an employee in the classification of Juvenile Services Aide is required to work during his/her lunch period, such time shall be included as time worked.
- 5.6.2 Employees in FLSA exempt positions are not entitled to overtime. Classifications designated as exempt will be entitled to forty (40) hours of Administrative Leave annually.
- 5.6.3 All hours worked on an employee's regularly scheduled day off shall be paid at the overtime rate (one and one-half) provided the overtime was authorized in advance by the supervisor, or the employee was directed to work overtime.
- 5.6.4 All hours worked on a County-observed holiday shall be paid at the overtime rate (one and one-half).
- 5.6.5 In no event may an employee's work schedule be changed during the same pay period when the primary purpose of such change is to avoid payment of overtime.
- 5.6.6 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 5.6.1 above. No more than one hundred sixty (160) hours of compensatory time shall be accumulated. All overtime hours worked after one hundred sixty (160) hours of compensatory time have been accumulated shall be compensated as paid overtime. An employee who promotes to a supervisory or

management position or transfers to another county department shall have his/her compensatory time balance paid in full prior to promotion or transfer.

- 5.6.7 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 designee.
- 5.6.8 Accrued compensatory time shall be paid when an employee leaves County employment or as determined by mutual agreement of the Department Head and employee.
- 5.6.9 The County shall notify employees of the need for overtime to be performed as early in advance as possible.
- 5.6.10 Overtime shall be distributed as equitably as possible among bargaining unit employees.
- 5.6.11 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. Upon supervisory approval, this time may be compensated with compensatory time off in accordance with Section 5.6.6. 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.
- 5.7 Call Back.
- 5.7.1 When an employee is called back to work after he/she has completed an assigned shift and left the worksite, the employee shall be credited for three (3) hours of work, plus any and all time worked in excess of three (3) hours in which the employee is continuously engaged in assigned work. There shall be no overlapping minimums.
- 5.7.2 Call back time shall be paid at the overtime rate of one and one-half (1½) times in accordance with the Fair Labor Standards Act (FLSA).
- 5.7.3 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 sixty (60) minutes each way via the shortest commonly traveled route.
- 5.8 Standby Duty.
- 5.8.1 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.

- 5.8.2 Except as outlined below, 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.
- 5.8.3 Standby duty requires the employee so assigned:
- a. To be ready to respond immediately to calls for service;
  - b. To be reachable by telephone or other electronic device;
  - c. To remain within a reasonable distance of the work location; and
  - d. To refrain from activities which might impair ability to perform assigned duties.
- 5.8.4 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.
- 5.8.5 Payment for simultaneous standby and any other time actually worked shall not be authorized.
- 5.9 Extra Help Employees.
- 5.9.1 An extra help employee shall mean a person hired to work in an assignment which shall be occupied on less than a year round basis, including but not limited to, the following:
- a. to cover seasonal peak workloads;
  - b. extra workloads of limited duration;
  - c. short term temporary absences of employees regularly assigned to a position and other situations involving a fluctuating staff.
- 5.9.2 Extra help employees are not covered by this MOU.
- 5.9.3 On a quarterly basis, the County shall report to the Union the number of extra help employees currently employed. The report shall also include: the name of the employee, the department in which the employee is assigned, the reason for retaining the employee (must fall within the scope of Section 5.9.1 above), the classification in which the employee is working and the expected date the employee will be terminated from employment.
- 5.10 Limited Term Employees.
- 5.10.1 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.
- 5.10.2 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 5.10.3 below.
- 5.10.3 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.

5.10.4 All limited term employees shall be subject to the same hiring standards and shall earn all benefits which accrue to regular employees, except that service in a limited term position is at the discretion of the appointing authority and no time served in a limited term position shall apply to the completion of a probationary period.

5.10.5 Limited term appointments shall be for a maximum of one (1) year, with the exception that the appointment may be continued for the life of the project when it is certain that the project will not exceed two (2) years.

5.10.6 Employees who transfer to a regular position in the same classification, with no break in service between the Limited Term position and the regular position, shall, upon completion of their probationary period, have their seniority date reflect their initial hire into the Limited Term position.

#### 5.11 Provisional Employees.

5.11.1 Provisional appointments, not extra help appointments, shall be made to fill a position set forth in the salary resolution for which no eligible list exists. A provisional appointment shall not be authorized for longer than six (6) months. When an examination has been given and an employee fails to qualify for the position he/she is holding, the provisional appointment shall be terminated. This Section shall not be construed to compel the County to fill the aforementioned positions.

5.11.2 Employees hired in provisional appointments shall meet the employment standards for the classification, including any special requirements established by State law.

5.11.3 Where an employee is hired as a provisional appointee because no eligible list exists, no provisional employment shall continue for more than thirty (30) days after an appropriate list has been established for the class, unless the appointment process is temporarily delayed through no fault of the employing department.

5.11.4 Where an employee is hired as a provisional appointee because no eligible list exists, he/she must qualify for the certification list to be eligible for regular appointment to the position.

5.11.5 In the event a permanent employee provisionally assigned to a position is not permanently assigned to that position, he/she will be returned to the same classification previously held, and where possible, to the same department, geographical location and shift.

#### 5.12 Temporary Employees.

Temporary employee shall mean an employee hired to perform the duties of a position in the County service where the regular employee holding the position is on extended sick leave, extended leave of absence or extended worker's compensation disability, is providing services by order of the Board of Supervisors in a capacity



other than those for which the employee is regularly employed or is temporarily assigned duties and responsibilities of a position in another classification for an extended period. A temporary appointment shall not be authorized for longer than one year.

5.13 Non Regular Appointments – Benefits.

Temporary, extra-help, or provisionally appointed employees who do not otherwise have regular standing as a County employee, shall be eligible for health benefits as prescribed by the Patient Protection and Affordable Care Act.

5.14 Part-time Employment.

All non extra-help, part-time employees who are filling an authorized position of at least twenty (20) hours a week but less than forty (40) hours per week, shall be considered part-time and represented by this unit.

5.15 Benefits.

All benefits that are to apply to regular full-time employees shall apply to part-time employees. Employees who do not meet the definition of part-time under Section 5.14 shall accrue no benefits, except as required by law.

5.16 Work Hours - Release Time.

Any time an employee is on paid release time and the reason for that release time terminates during working hours, the employee shall immediately return to his/her normal worksite and resume work unless otherwise directed by employee's manager/supervisor.

**ARTICLE 6  
LEAVES**

6.1 Sick Leaves

6.1.1 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.

6.1.2 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.

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

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

6.1.5 Sick Leave Approval

- 6.1.5.1 Upon the employee's return to work after an absence qualifying for sick leave, the employee must complete an absence request and have it approved by his/her department head.
- 6.1.5.2 The County shall not require employees to furnish a medical practitioner's certificate unless otherwise specified in this Agreement or as allowed by law.
- 6.1.5.3 The County and the Union, 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 harass or intimidate employees or discourage the appropriate use of sick leave.
- 6.1.5.4 Employees suspected of abusing sick leave shall receive a Memorandum of Counseling from their immediate supervisor prior to being placed on sick leave verification pursuant to the above Section. Sick leave verification shall remain in effect for no longer than one (1) year from the date of issuance.

6.1.6 Authorized Uses.

Sick leave may be authorized for:

- 6.1.6.1 An absence necessitated by employee's personal illness or injury, diagnosis, care or treatment of an existing health condition of, or preventive care for, an employee.
- 6.1.6.2 An absence in the event that the employee must provide care for his/her spouse/domestic partner, child, or other member of his/her household and mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson or granddaughter who may not live in the household.
  - 6.1.6.2.1 The County shall comply with all the provisions of California Labor Code 233. Sick leave usage allowed under Labor Code 233 shall not be subject to the requirements of sick leave verification.
- 6.1.6.3 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.

6.1.7 Sick Leave Not Authorized.

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

- 6.1.7.1 Disability arising from willful misconduct as demonstrated through the disciplinary process.
- 6.1.7.2 Sickness or disability sustained while on a non-medical leave of absence without pay.
- 6.1.7.3 Inability to work because of illness due to intemperance or substance abuse unless the employee is participating in a treatment program.

6.1.8 Illness During Vacation Leave.

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

- 6.1.8.1 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.
- 6.1.8.2 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 shall provide evidence in the form of a physician's certificate.

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

6.2 Industrial Accidents (Workers' Compensation).

6.2.1 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:

- 6.2.1.1 The accident is, in fact, work related;
- 6.2.1.2 Time off and duration thereof are warranted.
- 6.2.1.3 If and when Workers' Compensation pays the employee for the initial waiting period this amount shall be repaid to the County.

6.2.2 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.

6.2.3 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.

- 6.2.4 If sick leave is exhausted upon return from an industrial accident (workers' compensation) leave, employees may borrow up to forty (40) hours against the first forty (40) hours of sick leave accrual.
- 6.2.5 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.
- 6.2.6 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 accrue sick leave and vacation.
- 6.2.7 When the employee has exhausted all leave accruals and is still receiving temporary disability benefits from Workers' Compensation, the employee shall be placed on leave of absence without pay. No sick leave, holidays, vacation, or other paid benefits shall accrue to the employee during the absence without pay granted pursuant to this paragraph. When on leave of absence without pay, the employee shall be required to continue 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.
- 6.2.8 An employee who is injured on the job shall immediately inform his/her supervisor of such injury and shall complete any forms provided to him/her within 24 hours of receipt.
- 6.2.9 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 his/her immediate supervisor for time off on other approved leave.
- 6.3 Employee Option.
- 6.3.1 Any unit employee who is off work on pregnancy leave, industrial accident leave, or non-industrial disability leave (SDI) may choose to have accrued sick leave if appropriate, vacation leave or compensatory time applied to time off, or may choose not to have such leave applied.
- 6.3.2 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.
- 6.4 Sick Leave Upon Separation.

- 6.4.1 Upon retirement or death, an employees' accumulated sick leave shall be credited toward retirement in accordance with the County's contract with CalPERS, to the extent allowed by such agreement.
- 6.4.2 All other rights of an employee to his/her sick leave balance shall be canceled upon his/her separation from the County. However, if an employee is laid off and reinstated or reemployed within twenty-four (24) months from the date of layoff, he/she shall be credited with the unused sick leave balance which he/she had at the time of layoff.
- 6.4.3 In lieu of receiving such payment, the affected employee may elect to have his/her accumulated sick leave credited toward retirement in accordance with the County's contract with CalPERS, to the extent allowed by such agreement, provided such election is submitted in writing to the Director of Human Resources before such payment for accumulated sick leave is made.
- 6.5 Bereavement Leave.
- 6.5.1 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, grandmother, grandfather, grandson, granddaughter) 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.
- 6.5.2 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, aunt, uncle, cousin which shall be charged to accrued but unused leave balances.
- 6.5.3 Bereavement leave in the case of other persons shall be granted only upon the approval of the Director of Human Resources and shall be charged to accrued but unused leave balances.
- 6.5.4 The appointing authority may authorize additional sick leave with the approval of the Director of Human Resources not to exceed a total of five (5) days based on extenuating circumstances.
- 6.6 Pregnancy Leave.
- 6.6.1 A pregnant employee shall furnish her department head, no 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.

- 6.6.2 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.
- 6.6.3 A pregnant employee is entitled to a pregnancy leave of up to sixteen (16) weeks, the dates of which shall be mutually agreed by the employee and the department head. Such an employee may take accrued vacation or compensatory time or sick leave, where applicable, during pregnancy leave. Where an employee exhausts paid vacation, compensatory time, and if applicable sick leave, she will be granted unpaid leave.
- 6.6.4 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 elsewhere in this agreement.
- 6.6.5 An employee granted leave under this Section shall, where possible, be returned to the same classification and department, geographical location and shift.
- 6.6.6 An adoptive parent may be granted up to twelve (12) weeks of parental leave at the discretion of department head. Such employee may use accrued vacation or compensatory time during such leave. Any time not covered by vacation or compensatory time shall be unpaid leave.
- 6.6.7 An employee shall be permitted to use up to five (5) shifts of accrued but unused leave balances for the purpose of being the primary caretaker for a mother who is about to or has given birth to his/her child or his/her grandchild if such leave is within five (5) days of birth.
- 6.7 Military Leave.
- 6.7.1 The County shall grant Military Leave in accordance with the California Military and Veterans Code.
- 6.7.2 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 Federal active duty, for other than training purposes, in order to respond to an international conflict, humanitarian aid, or peacekeeping need, shall be eligible to receive supplemental pay which equals the difference between the employee's base military salary and their 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 base military salary.
- 6.8 Jury Duty.

- 6.8.1 The County encourages employees to participate in their civic responsibilities such as jury duty. If an employee receives a jury duty summons, he/she shall advise his/her supervisor of the date(s) he/she is required to appear.
- 6.8.2 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 be released from duty for the duration of the required court appearance and shall count as time worked without loss of pay or benefits. Upon his/her return to work, the employee shall provide a Jury Attendance Slip (or substantially similar document) for the initial day of jury service or a Juror History Report (or substantially similar document) for service that extends beyond one (1) day or other such record of attendance as is provided by the Court and which accounts for the employee's period of absence from work. 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 available leave balances, exclusive of sick leave, for this purpose.
- 6.8.3 In the event a night shift worker is called to court under Section 6.8.2 above, the following shall apply:
- 6.8.3.1 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.
- 6.8.3.2 Night or graveyard shall have release time on the shift following court attendance and the employee shall suffer no loss of pay or benefits.
- 6.8.4 Employees who are released from jury duty before the end of their regular shift shall immediately report back to work unless otherwise directed by their supervisor/manager.
- 6.9 Benefits.
- No absence under any paid leave provision of this Memorandum of Understanding shall be considered as a break in service for any employee who is in paid status and all applicable benefits accruing under the provisions of this Memorandum of Understanding shall continue to accrue during such absence. Likewise, furlough days shall not be considered as a break in service.
- 6.10 Approved Leave of Absence Without Pay.
- 6.10.1 Any regular employee may be granted an approved leave of absence without pay upon the recommendation of his/her department head and approval by the County.
- 6.10.2 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.

- 6.10.3 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.
- 6.10.4 If the requested leave of absence without pay is for illness or disability, a medical statement covering prognosis and expected date of return to duty shall be submitted with the request.
- 6.10.5 A leave of absence without pay may be for a period not to exceed one (1) year.
- 6.10.6 Extensions of leave approved for less than one year may be granted upon the recommendation of the department head and approval by the County. If denial is recommended, the department head shall state in writing the reasons for recommending denial within ten (10) days of the request. If any employee wishes to return to work early from a leave of absence, he/she shall provide reasonable advance notice to the department head and Human Resources.
- 6.10.7 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.
- 6.10.8 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. An employee returning from such unpaid leave must work both the regular work day before and the regular work day after a holiday in order to be paid for the holiday.
- 6.11 Continuing Education Leave.
- 6.11.1 All permanent regular employees may be permitted up to forty (40) hours per year of paid leave of absence to attend any formal training or educational courses which are job related and designed to enhance an employee's job performance. These courses include but are not limited to professional affiliation conferences, workshops, and meetings.
- 6.11.2 An employee requesting continuing education leave must submit his/her request in writing to the County prior to the date being requested. The County 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 Employee Relations Officer.
- 6.11.3 When employees are required by a licensing agency to obtain continuing education as a condition of maintaining their professional license and/or certification, the attendance of the education training classes, during normal working hours, shall be recognized as work time and compensated as such. Requests shall be made in accordance with Section 6.11.2 above.



6.12 Vacation.

6.12.1 Accrual:

- 6.12.1.1 All regular full-time and part-time employees shall be entitled to paid vacation according to the applicable schedule in Section 6.12.2 or 6.12.3.
- 6.12.1.2 Vacation time accrual shall be based on regular hours paid. All overtime hours shall be excluded for vacation accrual purposes.
- 6.12.1.3 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.
- 6.12.1.4 After completion of thirteen (13) biweekly periods of employment, an employee who is absent in any biweekly pay period shall earn vacation on the basis of the time in paid status during the pay period.

6.12.2 Schedule of Accrual.

Employees hired prior to July 10, 2016 shall be granted:

	Accrual (in hours) per:		
	Pay Period	Reg Hours Paid	Max/Yr
After 13 biweekly periods	3.077	.0385	80
After 3 years	4.616	.0577	120
After 11 years	4.928	.0615	128
After 12 years	5.232	.0654	136
After 13 years	5.536	.0692	144
After 14 years	5.848	.0731	152
After 15 years	6.152	.0769	160
After 16 years	6.472	.0809	168
After 20 years	6.769	.0846	176
After 25 years	7.076	.0885	184

6.12.3 At the end of 13 bi-weekly pay periods, employees hired on or after July 10, 2016 shall be granted:

	Accrual (in hours) per:		
	Pay Period	Reg Hours Paid	Max/Yr
After 13 biweekly 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

6.12.4 Vacation Time Credited:

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

6.12.5 Accumulation:

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 twenty (320) hours.

6.12.6 Payoff:

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.

6.12.6.1 Any employee whose vacation accumulation is within forty (40) hours of the maximum allowed under Section 6.12.5 may request an equivalent cash payment for up to forty (40) vacation hours per fiscal year.

6.12.6.2 Section 6.12.6.1 shall sunset and become inoperative on June 30, 2017.

6.12.7 Scheduling:

6.12.7.1 Vacation leave shall be taken upon approval of the department head, or his/her 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. This section shall not prevent a supervisor or manager from approving or denying a request for vacation made with less than fourteen (14) calendar days' notice.

6.12.7.2 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.

6.12.7.3 Employees who have accrued two hundred 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.

6.13 Holidays.

6.13.1 Regular Holidays.

All bargaining unit employees who are in paid status or on furlough the normal work day before and after the below listed holidays shall be entitled to the following holidays with pay:

6.13.1.1 July 4 - Independence Day

6.13.1.2 Labor Day

- 6.13.1.3 Veterans Day - November 11
  - 6.13.1.4 Thanksgiving Day
  - 6.13.1.5 Day after Thanksgiving
  - 6.13.1.6 Christmas Eve or New Year's Eve (four (4) hours to be taken at the end of the work shift; County offices shall remain open for business on both days.)
  - 6.13.1.7 Christmas Day
  - 6.13.1.8 New Year's Day
  - 6.13.1.9 Martin Luther King Jr. Day
  - 6.13.1.10 President's Day
  - 6.13.1.11 Memorial Day
  - 6.13.1.12 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.
- 6.13.2 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 for employees who are on a traditional Monday through Friday work schedule. When observance of Christmas Day or New Year's Day falls on a Friday, the four (4) hour holiday specified in Section 6.13.1.6 above shall be observed on the preceding Thursday.
- 6.13.3 Regular employees whose weekly two days off are other than Saturday and Sunday shall be treated in the following manner:
- 6.13.3.1 The actual listed holiday shall be the one observed by these employees.
  - 6.13.3.2 If a holiday falls on the employee's day off, he/she shall be granted eight (8) hours accumulated holiday time.
  - 6.13.3.3 If the employee is required to work on a holiday, such employee shall receive time and one-half compensation for hours worked in addition to eight (8) hours accumulated holiday time.
- 6.13.4 Employees shall submit their requests for the Christmas Eve or New Year's Eve holiday between November 1 and November 30 of each year. Approval for said requests shall be made in accordance with Section 3.4.2. If the employee does not select a holiday during the month of November, the supervisor shall assign one of the holidays to the employee.
- 6.13.5 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 as compensatory time off, 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. In lieu of the above, the Department Head at his/her discretion may require a reversion to a 5/8 work schedule in any pay period which contains one or more holidays.

- 6.13.6 An employee on an alternative work week schedule whose regularly scheduled day off falls on a holiday as set forth in this article, shall receive either eight (8) hours alternative time off or eight (8) hours pay as determined by the employee.
- 6.13.7 Employees working shift work in a 24/7 facility shall be entitled to holiday hours equal to the hours scheduled on the day of the holiday. If the holiday falls on the employee's regularly scheduled day off, the employee shall be entitled to alternate time off or pay, as determined by the employee, in an amount equal to the regularly scheduled work shift.
- 6.14 Floating Holidays:
- 6.14.1 Full-time employees shall be credited with thirty-two (32) hours of floating holiday time on July 1 of each year. Full-time employees hired after July 1 shall receive a pro-rated amount of floating holiday time from their initial date of hire.
- 6.14.2 A floating holiday shall be taken during the fiscal year and shall not accrue from one fiscal year to the next. Upon termination, an accrued but unused floating holiday shall be paid at a straight time rate, except that employees who separate from employment prior to December 31 shall receive a prorated amount based upon hours worked.
- 6.14.3 Floating holiday time may be taken off during the fiscal year upon the prior approval of the appointing authority.
- 6.15 In accordance with the California Family-School Partnership Act, employees may take up to eight (8) hours per month and up to forty (40) hours per year of leave time to attend activities sponsored by his/her child's school. The employee must 1) use existing and available paid leave; or 2) utilize unpaid leave in accordance with Section 6.10. The County may request documentation from the school as proof that the employee participated in school activities on the date and time requested.
- 6.16 Part-time Employees.
- 6.16.1 Regular part-time employees shall be entitled to holidays as listed in this Article for their normally scheduled hours, provided they are scheduled to work those days.
- 6.16.2 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 except that such time off shall be in direct proportion as his/her regularly assigned work hours bear to a regular full time work week.
- 6.16.3 Regular part-time employees shall be entitled to each floating holiday in direct proportion as his/her regularly assigned work week bears to full time employment.
- 6.17 Furloughs.

- 6.17.1 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 fiscal year shall not exceed eighty (80) hours.
- 6.17.2 Furloughs are not layoffs and will not be subject to layoff provisions of this MOU or County Code. 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.
- 6.17.3 The parties agree that "furloughs" shall not be used as a means of employee discipline.
- 6.17.4 Except in any emergency, County shall notice employees at least fifteen (15) days in advance of the first furlough day.
- 6.17.5 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 the purposes of layoff. Furlough days shall not be considered as calendar days for purposes of satisfying administrative or contract provisions.
- 6.17.6 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.
- 6.18 Family and Medical Leave Provisions.
- 6.18.1 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.
- 6.18.2 Employees who have one year (52 weeks) of service and have worked at least one thousand, 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.
- 6.18.3 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.

6.18.4 The employee shall exhaust accrued sick leave in accordance with the sick leave provisions when the leave is due to the health condition of the employee, a child, spouse or parent.

6.18.5 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 12 weeks within a 12 month period commencing with the start of the FMLA leave.

6.19 Job Abandonment

6.19.1 All absences require notice to and approval by a supervisor. An employee who is absent without notice and without supervisory approval for five (5) consecutive work days shall not be paid for the period of absence and shall be considered to have abandoned his/her position and resigned.

6.19.2 The employee shall be notified of the proposed separation from employment by certified mail, return receipt requested, mailed to the last recorded address in the personnel file. Such notice shall contain a recommended date and time for a response meeting with the appointing authority or his/her designee.

6.20 Transfer of Paid Leave

Employees are eligible to transfer paid leave from one employee to another in accordance with Catastrophic Leave Bank Policy.

6.21 Exhaustion of Available Leaves

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

6.22 Extra Time Off Program (XTO)

6.22.1 Employees shall be eligible to participate in the County's XTO program pursuant to the provisions of the program.

6.22.2 Approval or denial of XTO requests shall not be subject to grievance or other appeal.

## **ARTICLE 7 COMPENSATION**

### 7.1 Salary Schedule:

During the term of this Agreement, the salary adjustments for all classes in the unit shall be as follows:

7.1.1 A two percent (2.0%) salary increase retroactive to the first pay period that includes July 1, 2016;

7.1.2 A two percent (2.0%) salary increase effective the first day of the pay period including July 1, 2017;

7.1.3 The County and the Union will each appoint two (2) representatives to work together on a Total Compensation Salary and Benefit Survey by February 15, 2017. This team will develop the survey tool and methodology and deliver the results to the Union for their use in bargaining by April 15, 2018.

### 7.2 Public Employees' Retirement System (PERS)

7.2.1 Effective January 1, 2001, the County shall pay both the County's and the employee's share of the retirement contribution to PERS. Effective January 1, 2009, employee's shall pay one percent (1%) of their retirement contribution to PERS.

7.2.2 Effective June 16, 2013, employees defined as "Classic Members" by the Public Employees' Pension Retirement Act of 2013 shall pay the entire share of their contribution to PERS up to eight percent (8.0%) of salary. 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.

7.2.3 Employee contributions shall be made on a pretax basis as provided for under IRS Code Section 414(h).

7.2.4 Effective January 2009, the County shall contract with PERS to provide the 2.5% @ 55 benefit for all unit members. Effective January 1, 2013, unit members defined as "New Members" shall receive the 2% @ 62 benefit.

7.2.5 Effective November 11, 2007, County shall commence reporting the value of employer paid member contributions as compensation pursuant to Government Code Section 20636(c)(4) for purposes of calculating PERS benefits for all persons employed within the general unit. This section shall become inoperable on June 16, 2013, except when determining the single highest year's salary for "Classic Members".

7.2.6 Employees defined as “Classic Members” shall have their retirement computed on the single highest year’s salary. Employees defined as “New Members” shall have their retirement benefits computed by averaging the highest annual compensation over a consecutive 36-month period.

7.3 Deductions.

All regular paychecks of employees in the bargaining unit 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.

7.4 Payroll Errors.

7.4.1 Any payroll error resulting in incorrect payment for regular wages which shall include on-going supplemental pay for an employee in the bargaining unit shall be corrected three (3) work days following receipt by Human Resources. All other payroll corrections shall be adjusted on the following paycheck.

7.4.2 Payroll errors must be brought to the attention of Human Resources as soon as they are discovered. In no event will retroactive payroll errors be made beyond the statute of limitations of the Fair Labor Standards Act.

7.4.3 For payroll errors resulting in overpayment of wages, employees shall reimburse the County through payroll deduction to cover the same number of pay periods in which the error occurred. Employees shall be allowed to also deduct accrued leave balances, with exception of sick leave for purposes of repayment. Should an employee separate from service before the overpayment is paid in full, the remaining balance shall be deducted from his/her final pay check. Nothing precludes the County and the employee agreeing to a longer or shorter payment plan.

7.5 Payroll Adjustments.

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

7.6 Lost Paychecks.

Per County Code Section 3-5.01, a payroll warrant is considered lost at seven (7) days after the date of mailing. A bargaining unit employee with a lost payroll warrant shall be issued a replacement warrant within one day of providing a signed Affidavit of Lost Warrant to Human Resources.

7.7 Salary on Status Change

7.7.1 Salary on 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.

7.7.2 Salary on 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.

7.7.3 Salary on Promotion:

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

7.7.4 Salary on Reclassification:

The salary of an employee in a position which has been reclassified shall be determined as provided for in Article 9 (Reclassifications).

7.7.5 Salary of Provisional Employees:

Any regular employee who is appointed as a provisional employee to a position having a higher salary range shall receive the minimum step in the new range (not exceeding "5/E") which most closely approximates a five percent (5%) increase in compensation. If the employee is eligible for a merit step advancement on the same day as the provisional appointment begins, the merit step shall be granted first. While a provisional employee, the employee shall not receive a new anniversary date. Upon appointment to the position, the employee will receive a new salary anniversary date beginning from the first of the month following the date the provisional appointment was made. Provisional appointees will be eligible to receive a merit step advancement after six (6) months of continuous full-time service in the position if appointed on the "1/A" step, otherwise the eligibility shall be after twelve (12) months of continuous full-time service.

7.7.6 Salary on Demotion:

When an employee is demoted to a position having a lower salary range than the position 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 employee shall receive a new anniversary date upon appointment.

When an employee voluntarily requests demotion to a position having a lower salary range than the position 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.

7.7.7 Salary on Range Change:

Any employee who receives a range change to a higher salary range shall advance to the step in the new range corresponding to the step in the prior range. Any employee who is eligible for a merit step advancement in his/her present range shall receive such advancement first, if recommended by the department head and then shall be advanced in accordance with this Section. The employee's salary anniversary date for further merit step advancement shall not change.

7.7.8 Additional Compensation for Working Out of Class:

- a. Employees may be assigned to work out-of-class. Any regular employee who is assigned to a position having a higher salary range shall receive the minimum step (not exceeding step "5/E") in the new range which most closely approximates a five percent (5%) increase in compensation. 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 and be for a period of three (3) consecutive working days or more. Such assignments shall be limited to three (3) months; however, with mutual consent of the Union and the Director of Human Resources, such assignment may be extended beyond three (3) months.
- b. Notwithstanding any other provision of this Memorandum of Understanding, an employee shall not be entitled to out-of-class pay or credit for any period exceeding sixty (60) days before the date that a formal grievance expressly claiming such entitlement is presented in accordance with Article 13.
- c. Notwithstanding the provisions above, it shall not be considered working-out-of-class when the voluntary work assignment in question is for the purposes of promotional training or the assignment is in conjunction with quality improvement teams. Training assignments anticipated to last for a period of one month to six months shall be announced and offered, in writing, to members of the department prior to the assignment being made. The announcement shall include the job specification, the time lines for applications, the selection process, and the contact person for the applications.

7.7.9 Non-supervisory bargaining unit employees whose current job description does not include lead or supervisory duties may be assigned temporary lead or supervisory duties in addition to their regular assignment. Any such assignment shall be made by the supervisor in writing and not merely incidental to the employee's regular work. Employees so assigned shall be paid an additional five percent (5%) over their salary at the time of such assignment, except that the five percent (5%) differential

shall not commence until after the employee has been assigned to and performed the lead/supervisory duties for three (3) working days. Any subsequent assignment of three (3) consecutive days or more shall be compensated as provided above. Any employee compensated pursuant to this Section shall not be eligible for additional compensation for working out-of-class during the period of such assignment.

7.8 Travel and Mileage Reimbursement.

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

7.8.2 Community Health Assistants for WIC and Administrative Clerks assigned to mental health clinics shall receive mileage reimbursement when they are required to travel to staff a clinic that is different from their primary Woodland or West Sacramento worksite. Mileage reimbursement shall only be paid for the difference between the employee's normal work commute from home to the primary work site and the employee's normal work commute from home and the alternate work site.

7.9 Bilingual Pay.

The County's bilingual pay program shall provide for two levels of interpretation skills, duties, and competence. Qualifications and certification to such positions shall be determined by the Director of Human Resources. Positions for which bilingual skills are necessary shall be determined by the Appointing Authority after approval of the CAO's office.

7.9.1 Conversational: The 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 or overtime).

7.9.2 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 or overtime).

7.10 Longevity Pay.

7.10.1 Employees hired on or before July 13, 1980, shall be eligible for longevity pay as provided in 7.10.2 and 7.10.3 below. This provision shall apply to reinstatements, but not to employees on approved leave status or reinstatements as the result of a layoff.

7.10.2 Employees in the bargaining unit shall be eligible for advancement to the "6/F" step of their salary range on their salary anniversary date after five (5) years continuous service rendered on the "5/E" step in the classification (or above Step "5/E" if Y-rated), provided the last annual performance evaluation was overall satisfactory or above.

- 7.10.3 Bargaining unit employees shall be eligible for advancement to the "7/G" step of their salary range on their salary anniversary date after five (5) years continuous service rendered on the "6/F" step in that classification, provided the last annual performance evaluation was overall satisfactory or above.
- 7.10.4 Effective November 17, 2013, employees hired after July 13, 1980 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 (10) year period. Employees who are separated due to layoff and are reinstated from a Reemployment List 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 (10) year period. Such increase shall not be retroactive.
- 7.10.5 Effective November 2, 2014, employees hired after July 13, 1980 shall be eligible for a two and one-half percent (2.5%) increase in salary after fifteen (15) years of continuous service to the County from the most recent date of hire. This is in addition to the longevity increase provided in 7.10.4. 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 (15) year period. Employees who are separated due to layoff and are reinstated from a Reemployment List 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 (15) year period. Such increase shall not be retroactive.
- 7.11 Assignment Differential Pay
- 7.11.1 Employees whose regularly assigned duties do not include training of new employees and who are assigned to do so, in writing, by the Department Head or designee, shall receive a two and one half (2.5%) differential above their base salary during the term of such training provided their position classification does not include those responsibilities.
- 7.11.2 Employees appointed to regular positions allocated to a classification which requires, as an employment standard, the possession of a valid license to practice as a Registered Nurse in the State of California prior to ratification of this Agreement by the County and the Union, shall be eligible for the following differentials:
- 7.11.2.1 A five percent (5%) differential above their base pay after completing twelve (12) months of continuous County service in such position;
  - 7.11.2.2 A ten percent (10%) differential above their base pay after completing thirty-six (36) months of continuous County service in such position;
  - 7.11.2.3 A fifteen percent (15%) differential above their base pay after completing ninety-six (96) months of continuous County service in such positions.

- 7.11.3 Employees who possess a Notary Public certificate and meet the criteria below may be designated to receive a two percent (2%) notary public differential. Employees may apply for notary public designation from the Human Resources department who will determine the extent to which the certificate is used for county business.
- 7.11.3.1 The employee's position does not require the use of a Notary Public certificate.
  - 7.11.3.2 The employee has been asked to utilize his/her certificate for county business.
  - 7.11.3.3 The employee obtained the certificate on his/her own time.
  - 7.11.3.4 The employee obtained the certificate at his/her expense.
- 7.11.4 Effective with the first pay period including July 1, 2011, the Building Craftsmechanic whose primary work assignment is located at a County Detention Facility shall receive a two percent (2%) differential. At least one Building Craftsmechanic shall be assigned to a County Detention Facility at all times and receive this differential.
- 7.12 Deferred Compensation.
- 7.12.1 County agrees to continue to provide employees covered by this agreement with the deferred compensation investment options currently provided as of July 1, 1995, if these options remain available. However, additional options may be added by the County.
- 7.12.2 Effective June 16, 2013, the County shall match an employee's deferred compensation contribution according to the following schedule:
- 7.12.1.1 Up to one hundred dollars (\$100) per calendar year for employees with one (1) to nine and nine-tenths (9.9) years of County service.
  - 7.12.1.2 Up to one hundred fifty dollars (\$150) per calendar year for employees with ten (10) or more years of County service.
- 7.13 Uniforms and Safety Shoes.
- 7.13.1 The County agrees to provide and maintain uniforms for those employees specified in Appendix B.
- 7.13.2 Upon successful completion of the probationary period, the County agrees to provide Corrections Records Specialists, Sheriff's Records Clerks and Administrative Clerks and Legal Secretaries who work in the Sheriff's Department who are required to wear the uniform on a daily basis with up to seven hundred and fifty dollars (\$750) per fiscal year for the purchase of uniforms through an IRS-accountable plan. Employees named in this Section shall not be required to wear a uniform prior to successful completion of the probationary period.
- 7.13.3 The County agrees to provide to those employees whose outside work creates excessive exposure to dirt and soil, with clothing protection (e.g., shop coats/coveralls, etc.) for their use on the job.

- 7.13.4 Uniforms provided for by this Article shall be worn by employees while they are on regular duty assignment.
- 7.13.5 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.
- 7.13.6 The County shall make every effort to provide uniforms in a timely manner.
- 7.13.7 The County shall ensure protective footwear is provided to 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. The department shall determine the appropriate protective footwear based upon the duties of the employee and their potential exposure. The County agrees to provide up to three hundred and twenty five dollars (\$325) per fiscal year 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.
- 7.13.8 Employees in the classifications of Detention Senior Cook and Detention Facility Cook, may, at the employee's request, be provided with an allowance of one hundred fifty dollars (\$150) 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. Employees in the above-mentioned classifications who choose to take the allowance shall be required to wear the safety shoes at all times when performing their regular duties.
- 7.13.9 Employees in the classifications of Crime Scene Investigator, Senior Crime Scene Investigator, Deputy Coroner I and Deputy Coroner II may, at the employee's request, be provided with an allowance of three hundred dollars (\$300) per fiscal year for the purposes of obtaining a Sheriff's Department regulation uniform. Payments shall be made by the County directly to the requesting employees during the month of July. Employees in the above-mentioned classifications who choose to take the allowance shall be required to wear the regulation uniform at all times when performing their regular duties.
- 7.13.10 The County shall provide safety glasses and/or goggles to those employees specified in Appendix D. At the request of the employee, safety glasses and/or goggles with a prescription shall be provided at no cost to the employee not more frequently than every other year. Replacement of prescription safety glasses and/or goggles more frequently than every other year shall be at the employee's cost, unless the prescription safety glasses and/or goggles are damaged during the performance of county related business.
- 7.14 Tools.

- 7.14.1 The County agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit employees for performance of employment duties.
- 7.14.2 Notwithstanding Section 7.14.1 above, in trades where the tools or equipment are normally owned by the employee, the County may require that the employee furnish his/her own hand tools. In such event, the County will provide a safe place for the storage of said tools.
- 7.14.3 The employee will give to his/her immediate supervisor an inventory of such tools and/or equipment by September 1 of each year.
- 7.14.4 The County shall fully compensate all bargaining unit employees for department required tools and/or equipment which are lost or damaged because of theft, fire, or other catastrophe, provided that such tools are listed in the inventory and are stored in a place designated by the County. Replacement costs shall not exceed ten thousand dollars (\$10,000) 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. Employees must follow the Tool Control Policy and Procedures in order to qualify for replacement costs. Additionally, the County agrees to provide an annual tool replacement reimbursement to employees who furnish their own tools under this section, and who are in compliance with the Tool Control Policy and Procedures, in an amount not to exceed \$350 (three hundred fifty dollars) per fiscal year.
- 7.14.5 If any employee in the bargaining unit 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.

7.15 Driver's Licenses.

- 7.15.1 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 and any DMV fees required to obtain/maintain that license.
- 7.15.2 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 be subject to disciplinary action pursuant to Article 14 of this Agreement.

7.16 Personal Property Reimbursement.

Upon recommendation of the appointing authority, the County, in accordance with Government Code Section 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 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 in accordance with the Personal Property Reimbursement Procedure.

7.17 Health and Welfare Benefits.

7.17.1 Medical

7.17.1.1 The County shall pay two hundred and twenty dollars (\$220) per month toward the health insurance premiums of employees and enrolled dependents in any category of approved plans.

7.17.1.2 Effective January 1, 2019, the County shall pay four hundred dollars (\$400) per month toward the health insurance premiums of employees and enrolled dependents in any category of approved plans. Employees who retire on or before December 31, 2018 shall receive a retiree healthcare contribution in the same manner and amount as retirees receiving retiree health contribution on December 31, 2015.

7.17.2 Other Benefits

For the term of this agreement the County will provide additional funds to employees not covered under Section 7.17.7 below (in lieu) for the purchase of additional benefits from the county's cafeteria plan including dental, vision, life, retiree medical trust and long-term disability. The County contribution to the combined health and other benefits package for each employee shall be limited to an amount equal to ninety percent (90%) per category of the least expensive available HMO health insurance plan, dental insurance plan and vision care plan through the term of this agreement. This maximum shall be applied to all plans.

For calendar year 2017, the County contribution to health, dental insurance and vision care plan shall remain the same as the County contribution for the 2016 calendar year. For the remainder for the Agreement, the County contribution to health, dental insurance and vision care plan shall remain the same as the County contribution for 2017 or indexed at ninety percent (90%) of the least expensive available HMO, whichever is higher.

7.17.3 The County will continue to sponsor group health, dental and vision plans. The County and the union agree that upon mutual agreement, changes may be made in plans or insurance carriers.

7.17.4 Effective January 1, 2008, benefits premiums for part-time employees shall be pro-rated for employees working fifty percent (50%) or more time. Any full-time employee who voluntarily reduces to less than full-time status shall have benefits appropriately pro-rated. Employees who are employed less than full-time prior to January 1, 2008, shall not be impacted by this Section.



- 7.17.5 Regular employees may select one health care provider from the County-sponsored health plans. Health insurance coverage shall become effective the first day of the month following the date of hire.
- 7.17.6 Beginning with the first of the month following the date of hire, participation in County-sponsored dental and vision plans is mandatory regardless of an employee's enrollment status in a medical plan.
- 7.17.7 Employees who are adequately covered by other non-Covered California health insurance may opt out of County-sponsored health insurance once per year during the open enrollment period. Eligible employees must complete the County's Opt Out form and provide written proof of qualifying medical coverage for themselves and all of their eligible dependents. Employees who opt out of County-sponsored health insurance will receive in cash three hundred dollars (\$300) per month in lieu of health premiums. County shall pay the County's matching contribution to OASDI and Medicare.

If the required Opt Out form and proof of other qualifying coverage is not received by Human Resources during the annual health insurance open enrollment period, the employee shall be automatically enrolled in the lowest cost available health plan for the upcoming plan year and shall be responsible for any employee required contribution toward employee only health insurance coverage.

- 7.17.8 The County agrees to continue the Health Insurance 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 monitor the health plans, hear complaints regarding the operation of the plans, and to make advisory recommendations to the Board of Supervisors on changes to the plans.
- 7.17.9 County will continue its current contract with CalPERS to provide health benefits for domestic partners in accordance with CalPERS eligibility criteria.
- 7.17.10 Effective the first of the month following ratification of this Agreement by the Board of Supervisors, the County shall provide a twenty-five thousand dollars (\$25,000) life insurance policy for all bargaining unit members.

#### 7.18 Retiree Health Benefits.

- 7.18.1 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.
- 7.18.2 The County contract with PERS shall include sick leave credit options and highest-year retirement provisions.
- 7.18.3 Pursuant to the recommendations of the Health Insurance Advisory Committee, the County shall create a savings mechanism (i.e. retiree medical trust) for the purposes of providing supplemental funding of retiree health benefits. The Committee shall commence meeting on the creation of a savings mechanism no later than March 2017.

7.19 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.

7.20 Tuition Reimbursement

7.20.1 Training and/or educational courses designed to enhance an employee's job performance are eligible for tuition and book reimbursement. All requests for reimbursement of required books and tuition must be approved by the department head prior to commencement of the course. Upon completion of a job-related continuing education course and following submission by the employee of proof of satisfactory completion of the pre-approved course, the County shall approve payment of the full cost of course required books, tuition and parking fees up to a maximum of five hundred dollars (\$500) per fiscal year.

7.20.2 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 their current job class or for promotion to another job class or series.

7.21 Certifications and Licenses

7.21.1 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 provided such certificate is not required by the minimum qualifications for the classification of the employee.

7.21.2 Effective July 1, 2011, a premium of five percent (5%) shall be paid to all bargaining unit employees for possession of multiple licenses and certifications when required by the regulating body (i.e., California Department of Public Health), or by the County in writing. This premium shall be applied to all hours paid.

7.21.2.1 A license or certification that is a minimum qualification as set forth under the County job description does not qualify for this premium.

7.21.2.2 Sections 7.21.2 and 7.21.2.1 will sunset and become inoperative on June 30, 2013.

7.22 Educational Incentive

7.22.1 Employees in the classifications of Public Defender Investigator I and II shall receive a five percent (5%) increment above base pay for possession of a four (4) year college degree from an accredited college or university.

- 7.22.2 This section shall only apply to the classes listed in Section 7.22.1 above and shall not be extended to any other classes in the bargaining unit.

## **ARTICLE 8 TRANSFER AND PROMOTION**

### **8.1 Transfers.**

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

- 8.1.2 Punitive transfers which are not made in accordance with Article 14: Disciplinary Procedures shall be grievable in accordance with Article 13 through Formal Level 3.

### **8.2 Worksite and Shift Transfers.**

- 8.2.1 No bargaining unit employee shall be permanently transferred between work sites and/or shifts without ten (10) working days prior written notice.

- 8.2.2 No bargaining unit employee shall be temporarily transferred without notice at least five (5) working days prior to said transfer, except in case of emergency where written notice will be provided as soon as practicable.

- 8.2.3 Temporary worksite and/or shift transfers shall be for a period not to exceed sixty (60) calendar days unless an extension is agreed to by the employee in writing in advance of the expiration of the sixty (60) day temporary transfer period.

- 8.2.4 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.

### **8.3 Voluntary Transfer.**

- 8.3.1 Voluntary 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.

- 8.3.2 Employees who have achieved regular status by successfully completing the probationary period may apply to transfer into vacant positions which occur in the County. Employees desiring voluntary transfer may submit transfer applications to Human Resources. Employees who have submitted a transfer application shall be notified by Human Resources of a vacancy and shall be offered an opportunity to interview. Transfer applications shall be valid for one (1) year from the date of submittal.

- 8.3.3 Qualified applicants from within the bargaining unit shall be interviewed before all 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.

8.3.4 The County shall provide Union with a weekly recruitment and selection list.

8.4 Promotions.

8.4.1 The County agrees that it is desirable to offer promotional opportunities to qualified applicants from within the bargaining unit. Promotional examinations shall be held concurrently with open examinations.

8.4.2 Employees in the bargaining unit shall receive first consideration. First consideration shall mean, for the purpose of this Section, that promotional applicants shall be interviewed after transfer requests and before outside applicants. Full consideration shall be given by the appointing authority to the employee's County experience.

8.4.3 A notice of job vacancy will be posted on the Human Resources webpage and a copy will be sent to the Union.

8.4.4 New employees hired after June 30, 2001, and who have not achieved regular status by successfully completing the probationary period may not be considered for other positions in the County outside the position into which they were hired unless the position is within the same department, is flexibly staffed, or is within the same job series.

8.4.5 Human Resources shall certify the top (10) candidates from eligible list to fill one (1) promotional vacancy. One (1) additional rank may be certified for each additional vacancy. The department shall select an eligible individual certified from Human Resources to fill the vacancy. The names of additional eligible individuals for one (1) vacancy may only be certified to the department upon approval of the Director of Human Resources.

**ARTICLE 9  
CLASSIFICATION, RECLASSIFICATION**

9.1 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 bargaining unit positions shall be placed in the classification plan of the County.

9.2 Reclassification.

9.2.1 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 to the Department Head and must be accompanied by a completed position classification form. No employee may request a reclassification study more often than once every other year.

- 9.2.2 The Department Head shall, within thirty (30) calendar days of the request, notify the employee in writing whether or not the position is going to be recommended for review. If the request for classification review is rejected, the employee may appeal that decision to the Director of Human Resources within ten (10) days from the date of receipt of the rejection notice from the Department Head. The Director of Human Resources shall then have ten (10) days to determine whether the reclassification study shall be undertaken. The decision of the Director of Human Resources shall be final. Such petitions which are approved by the Department Head or by the Director of Human Resources must be submitted and received by Human Resources by January 31 of each year for submission to the Board in June and by July 31 of each year for submission to the Board in December. Petitions received beyond these acceptance dates will be held until the next window period.
- 9.2.3 Once the classification study has been completed, affected employees and the Union shall receive a summary of the job analysis, methodologies employed and the findings. The Union and the employee shall then have ten (10) days to submit to the Director of Human Resources, any additional information disputing any of the findings of the recommendation. The Director of Human Resources will then consider all of the above information and a final decision will be made and submitted to the employee and to the Union in writing.
- 9.2.4 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.
- 9.2.5 Position classification determinations are not subject to grievance or other appeal.
- 9.3 Salary Placement.
- 9.3.1 If the position is reclassified to a class having the same salary range, the salary and anniversary date of the employee shall not change.
- 9.3.2 If reclassified to a classification having a higher salary range, the employee shall receive a new anniversary date upon reclassification. On reclassification, salary will be adjusted to the step of the new range (not exceeding Step "5/E") which most closely approximates an increase of five percent (5%).
- 9.3.3 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.
- 9.3.4 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 year or more.

- 9.3.5 Reclassifications 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.

## **ARTICLE 10 PROBATIONARY PERIOD**

10.1 Probationary Period.

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

- 10.2 The probationary period for all new County employees in the bargaining unit shall be one year, dating from date of hire. For non-merit system employees (i.e., currently all employees other than those employed in the Departments of Employment and Social Services and Child Support Services), the probationary period may be extended for a period of up to three (3) months by mutual agreement between the County and the Union. 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.

- 10.3 The probationary period for all promotional candidates in the bargaining unit who have achieved permanent status shall be six (6) months. For non-merit system employees, the probationary period may be extended for a period of up to three (3) months by mutual agreement between the County and the Union.

- 10.4 If a promotional candidate 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.

- 10.5 If return to that position is not possible, the County shall place the employee in any vacant position in the former classification elsewhere in the County.

- 10.6 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.

- 10.7 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. For non-merit system employees, the probationary period may be extended for a period of up to three (3) months by mutual agreement between the County and the Union.

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

**ARTICLE 11  
WORKING CONDITIONS AND SAFETY**

11.1     Conditions.

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

11.1.2   The County will do its best to maintain adequate heating and cooling and ventilation at County workstations.

11.2     Safety.

11.2.1   The County agrees to maintain its safety committee. Any bargaining unit employee who is appointed to membership on the safety committee shall be allowed reasonable release time to carry out his/her obligation.

**ARTICLE 12  
LAYOFF AND REHIRE**

12.1     General Provisions.

12.1.1   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 Union. 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. 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. If an employee is placed as a result of these efforts into a position to which they have not passed probation and the employee fails to successfully complete probation in this new class, the employee shall be terminated and their name shall be placed on the Reemployment List for their previous position from which they were laid off in accordance with Section 12.7.1.

12.1.2   Reductions in hours and furlough hours are not layoffs and therefore are not subject to this Article.

12.2     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 provisional employees; all appointments of provisional employees or temporary 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. All regular employees shall be laid off in inverse order of seniority.

12.3 Seniority.

12.3.1 For employees hired after June 4, 1996, the seniority date of an employee for purposes of layoff and rehire shall be based upon the date of hire into a regular authorized position. This shall not include time worked as an extra-help, provisional or temporary employee. 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.

12.3.2 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, ties shall be broken by lot.

12.4 Bumping.

12.4.1 Notwithstanding the provisions of Section 12.4.2, an employee may exercise the bumping rights provided therein only on condition that:

12.4.1.1 he/she has more countywide seniority than the employee to be displaced;

12.4.1.2 he/she is willing to accept the reduced compensation level;

12.4.1.3 he/she meets the minimum qualifications for the lower class; and

12.4.1.4 he/she requests displacement action in writing to the Human Resources within five (5) working days after receipt of the notification of layoff; or

12.4.1.5 he/she is willing to accept a position in the same classification in a different department in accordance with Section 12.4.2.

12.4.2 Any regular employee designated to be laid off may bump into any lower classification of equivalent FTE status in his/her current series within the same department. Additionally, any regular employee possessing five (5) or more years of service to the county who is designated to be laid off and who is unable to bump into a classification within the same department may bump the least senior employee in the same classification in any department. Or if this is not possible, if he/she has previously held permanent status in another 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.

12.4.3 Notwithstanding Section 12.4.2, a part-time employee shall only have the right to bump a full-time employee when assuming the full-time position.



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

12.5 Notice of Layoff.

12.5.1 The employee shall be given written notice of layoff by the County at least forty-five (45) 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.

12.5.2 An employee who has been officially notified of his/her impending layoff and who possesses no bumping rights, or has waived his/her bumping rights, shall be granted up to forty (40) working hours (or proportional hours for part-time employment) release time without a loss of pay or benefits. Such time may only be used with 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) working days appeal period and may be withheld if the employee requests County placement efforts.

12.6 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.

12.7 Reemployment Lists.

12.7.1 A Reemployment List is particular to a classification. Any vacancy, including extra help, temporary, provisional or limited term positions 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 twenty-four (24) months, in the following ways:

12.7.1.1 A permanent 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 seniority.

12.7.1.2 A permanent 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.

12.7.1.3 A permanent 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 prior to layoff.

- 12.7.2 Status on the Reemployment List can be lost under the following circumstances:
- 12.7.2.1 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.
  - 12.7.2.2 If the person declines three (3) job offers from the reemployment list of equivalent authorized hours and status to their previous position, the person's name shall be removed from that list.
  - 12.7.2.3 A person may accept offers of extra-help, provisional and temporary status and remain on the reemployment list.
- 12.7.3 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 and unpaid sick leave accrual shall be reinstated.
- 12.8 Hearing.
- 12.8.1 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) working 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 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.
- 12.8.2 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.
- 12.8.3 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 12.4.1.4 above.
- 12.8.4 This hearing shall be the exclusive appeals procedure for layoff related disputes.
- 12.9 Personnel Lists.

At the time notices of layoff are sent to employees, 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 13 GRIEVANCE PROCEDURE**

### 13.1 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.

### 13.2 Definitions.

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

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

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

13.2.2 Grievant. A grievant is (1) any individual employee represented by the Union 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 the Union; or (3) the Union when the grievance alleges a violation that affects the Union as a whole.

13.2.3 Union Grievances. The Union shall have standing under this procedure to initiate a grievance only over alleged violations of a specific Section(s) of this Agreement that affects the entire Union, an entire department or ten (10) or more unit members in any one classification. In order to exercise such standing the Union must provide sufficient information to allow a complete investigation.

13.2.4 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 agreement 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.

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

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

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

13.2.5 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.

### 13.3 General Provisions.

13.3.1 This procedure shall be the exclusive procedure for adjusting grievances of employees within the Union.

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

13.3.3 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 Union, the County will notify the Union of the existence of the grievance by forwarding a copy once it has been received.

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

- 13.3.4.1 Subject to Union release time, employee representatives may investigate formal grievances filed by employees.
- 13.3.4.2 Unless otherwise agreed between the parties and confirmed in writing, Union release time shall include no more than thirty (30) minutes preparation time per grievance level.
- 13.3.5 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.
- 13.3.6 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.
- 13.3.7 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.
- 13.3.8 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.
  - 13.3.8.1 Parties recognize the need to expedite resolution of all grievances and the time limits set are maximums.
  - 13.3.8.2 By mutual consent, which is confirmed in writing, the parties, may waive or consolidate any step(s) of the grievance process.
- 13.3.9 Preambles, purpose clauses and administrative procedures of this agreement shall not be subject to grievance.
- 13.3.10 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.
- 13.3.11 Unless otherwise identified, all days are calendar days.
- 13.3.12 Any written response or meeting requirement by a manager or appointing authority may be provided by his/her designee.
- 13.3.13 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.

13.4 Informal Resolution.

13.4.1 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.

13.4.2 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.

13.5 Formal Levels.

13.5.1 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.

13.5.2 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.

13.5.3 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 Union.

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

13.5.3.2 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.

13.5.4 Level 4. If the Union is not satisfied with the decision made by the Director of Human Resources, the Union 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.

13.5.4.1 The request for a hearing shall be made in writing to the Director of Human Resources, or his/her designee, who shall 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.

- 13.5.4.2 Once that list is received, the County and the Union shall promptly select the Arbitrator or Mediator by alternate striking of names. The party to strike first shall be determined by coin toss.
- 13.5.4.3 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 Union. The first available date permitted by the parties' schedules will be selected.
- 13.5.4.4 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.
- 13.5.4.5 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.
- 13.5.4.6 The Union 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 Union.
- 13.5.4.7 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 14 DISCIPLINARY PROCEDURE**

### **14.1 Purpose**

- 14.1.1 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.

14.1.2 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.

## 14.2 Definitions

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

14.2.2 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.

14.2.3 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.

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

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

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

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

14.2.8 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.

14.2.9 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.

14.2.10 Day. Calendar day unless otherwise specified.

## 14.3 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.

#### 14.4 Exclusive Procedure

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

14.4.2 The provisions of this disciplinary procedure shall supersede the procedures in the County Personnel Ordinance.

14.4.3 Minor disciplinary actions, with the exception of Letter of Reprimand, shall be subject to appeal only through the grievance procedure, up to and including Formal Level 3. Sections 14.5 through 14.9 of Article 14 shall not apply to minor disciplinary actions. For a Letter of Reprimand, an employee may bypass the informal resolution and Formal Level 1 of the grievance procedure provided an appeal is filed directly at Formal Level 2 within ten (10) days.

14.4.4 Upon request of the employee, letters of reprimand shall be withdrawn from an employee's official personnel file one (1) year from the date of issue provide there has not been additional formal discipline imposed during the one (1) year period. All other minor disciplinary actions (including but not limited to: disciplinary transfer, disciplinary suspension with pay and suspension without pay up to and including sixteen (16) hours for the same cause within any twelve (12) month period) shall be withdrawn from an employee's official personnel file three (3) years from the date of issue provided there has not been additional formal discipline imposed during the three (3) year period.

14.4.5 Upon request of the employee, major disciplinary actions shall be withdrawn from an employee's official personnel file five (5) years from the date of issue provided there has not been additional formal discipline imposed during the five (5) year period.

#### 14.5 Notice of Proposed Discipline

14.5.1 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.

14.5.2 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.

14.5.3 The notice shall contain:

14.5.3.1 The reasons for the proposed action, including the rule(s) or regulation(s) or ordinance(s) violated and a complete explanation of the reasons.

14.5.3.2 A copy of the charges and the recommended action.

- 14.5.3.3 Notice that the employee is entitled to an opportunity to respond to the charges orally or in writing, or both, personally or by or with a representative, which may be an attorney, at the meeting with the Appointing Authority (or his/her designee).
  - 14.5.3.4 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.
  - 14.5.3.5 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.
- 14.5.4 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.
- 14.5.4.1 The employee may copy and inspect all materials designated as the basis for charges and recommendations by Appointing Authority.
  - 14.5.4.2 The employee may copy and inspect his/her personnel file.
  - 14.5.4.3 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.
- 14.5.5 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.
- 14.6 Response (Skelly) Meeting.
- 14.6.1 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.
  - 14.6.2 Neither the Appointing Authority nor the employee shall be entitled to call witnesses or take testimony.

- 14.6.3 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.
- 14.6.4 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:
- 14.6.4.1 An explanation of the basis for the action;
  - 14.6.4.2 The charges upheld;
  - 14.6.4.3 The effective date(s) of the imposed discipline;
  - 14.6.4.4 A list of items upon which action is based or new documents, if appropriate; and
  - 14.6.4.5 Notice of employee's right to appeal.
- 14.7 Appeal.
- 14.7.1 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.
- 14.7.2 Upon the mutual consent of both the County and the employee, a Mediator may be requested from the State Mediation and Conciliation Service to attempt to resolve the disciplinary action after Formal Level 3. 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.
- 14.7.3 Nothing in this subsection shall prohibit a peace officer from exercising his/her rights under the Peace Officer Bill of Rights.
- 14.7.4 Filing of an appeal or request for mediation shall not stay the effective date of the order of disciplinary action.
- 14.7.5 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.

- 14.7.6 The failure to serve written demand for hearing within the prescribed period shall be deemed a waiver of the right to a hearing and the order of disciplinary action shall be final. Said failure constitutes a failure to exhaust administrative remedies.
- 14.7.7 The demand for hearing shall include:
- 14.7.7.1 The specific grounds for appeal; and
  - 14.7.7.2 Copies of materials on which the appeal is based or, if too voluminous, reference to materials in the custody of the County.
- 14.7.8 Upon receipt of the written request for a hearing, the Director of Human Resources shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Service or like body. Once that list is received, the County and the employee (or representative) shall within ten (10) days select the Arbitrator by alternate striking of names from said list until only one name remains or until both parties agree on the person to hear the arbitration. The party to strike first shall be determined by coin toss.
- 14.7.9 Upon receipt of the name of the selected Arbitrator, the Director of Human Resources shall contact the employee and his/her representative and arrange for the earliest hearing date mutually agreeable to the Arbitrator, the employee and his/her representative and the County. Should the Arbitrator's calendar preclude a hearing date within 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.
- 14.7.10 Nothing shall prevent the parties from agreeing to the name of an Arbitrator without resorting to the requesting of a list.
- 14.7.11 The Director of Human Resources shall notify the parties in writing of the time and place of the hearing at least fifteen (15) days prior to hearing.
- 14.7.12 Three (3) days prior to the hearing each party shall provide the Arbitrator 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.
- 14.7.13 An appeal through this procedure waives grievance proceedings under any agreement or memorandum between the County and any employee organization.

#### 14.8 Hearing

- 14.8.1 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.

14.8.2 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.

14.8.3 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.

14.8.4 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.

14.9 Arbitrator/Mediator Cost.

The Union 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 Union.

## **ARTICLE 15 OCCUPATIONAL HEALTH**

15.1 General Provisions.

The County and the Union 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.

15.2 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.

15.3 Medical examinations shall be performed by a physician from a panel designated by the County.

- 15.4 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.
- 15.5 If adverse action is proposed to be taken against an employee as a result of said medical examination, the employee has the right to obtain a second examination by a physician of his/her choice selected from a panel of two 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.
- 15.6 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.
- 15.7 Employees assigned to protective services or who, as part of their regularly assigned duties, come in contact with detainees at County-operated detention facilities shall be allowed to participate in County-sponsored CPR and training related to dealing with assaultive behaviors.
- 15.8 When required to conduct County business at any County-operated detention facility, bargaining unit employees may request and be granted a correctional/detention officer escort when in close proximity to detainees.

**ARTICLE 16  
CONTRACTING AND BARGAINING UNIT WORK**

- 16.1.1 If County proposes to contract out work which has been customarily and routinely performed by bargaining unit classifications, the County agrees to give the Union ninety (90) days prior notice and an opportunity to meet and confer.

**ARTICLE 17  
STRIKES AND LOCKOUTS**

- 17.1 General Provisions.
- 17.1.1 No lockout of employees shall be instituted by the County during the term of this Memorandum of Understanding.
- 17.1.2 The Union 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.

- 17.1.3 In the event that Union members participate in such activities in violation of Section 17.1.2 of this Article, the Union shall notify those members so engaged to cease and desist from such activity and shall instruct the members to return to their normal duties.
- 17.1.4 In the event that the Union, its stewards or any members of its executive Board engages in, encourages, sanctions, or suggests any of the actions set forth in Section 17.1.2 of this Article, the County reserves the right to discontinue dues deductions for the duration of this Memorandum of Understanding.

## **ARTICLE 18 TERMS AND CONDITIONS**

- 18.1 Integration.
- 18.1.1 This Memorandum of Understanding constitutes the entire agreement between the parties and concludes meeting and conferring on any subject, except as provided herein, or as otherwise mutually agreed upon, whether included in this Memorandum of Understanding or not.
- 18.1.2 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 or other discussion leading up to the Memorandum of Understanding.
- 18.1.3 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 Union. If the result of such changes affects wages, hours, and/or conditions of employment, the County agrees to abide by Government Code Section 3504.5. The provisions of Article 9, Classification and Reclassification, shall not apply to reorganization.
- 18.2 Alteration.
- 18.2.1 No alteration or variation of the terms of this agreement 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.
- 18.3 Severability.
- 18.3.1 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 Union prior to such action and the County shall provide the Union 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.

18.4 Implementation.

18.4.1 The Board of Supervisors will 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.

18.5 Term.

18.5.1 This Memorandum shall become effective July 1, 2016 and shall remain in full force and effect to and including June 30, 2018.

18.6 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 Agreement 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 agreement.

18.7 The parties agree to participate in a joint committee to review and revise the Personnel Rules and Regulations to replace the current Personnel Merit System provisions contained in Title 2, Chapter 6 of the County Code. Upon mutual agreement, the parties will jointly recommend adoption of the final rules to the Board of Supervisors.



INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 39, AFL-CIO

BY   
JERRY KALMAR  
BUSINESS MANAGER, LOCAL 39

BY   
TONY DEMARCO  
PRESIDENT, LOCAL 39

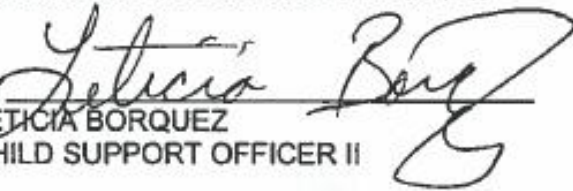
BY   
STEVE CROUCH  
DIRECTOR OF PUBLIC EMPLOYEES, LOCAL 39

BY   
STEPHEN HATCH  
BUSINESS REPRESENTATIVE, LOCAL 39  
CHIEF SPOKESPERSON

BY   
CATHY HOUTS  
EMPLOYMENT SERVICES SPECIALIST III

BY   
JENNIFER ST. LOUIS  
SENIOR ASSESSMENT TECHNICIAN


BY   
SANDRA GORDON  
PUBLIC DEFENDER INVESTIGATOR II

BY   
LETICIA BORQUEZ  
CHILD SUPPORT OFFICER II

BY   
DAMON WASHINGTON  
SOCIAL WORKER PRACTITIONER

BY   
CHRISTOPHER KOOP  
ROAD MAINTENANCE CREWLEADER

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

BY   
GINA ROWLAND  
DIRECTOR OF HUMAN RESOURCES  
CHIEF SPOKESPERSON

BY   
JILL COOK  
DEPUTY COUNTY ADMINISTRATOR

BY   
RONALD MARTINEZ  
DEPUTY COUNTY COUNSEL III

BY   
RYAN PISTOICHINI  
ASSISTANT DIRECTOR OF HUMAN  
RESOURCES

BY   
KEVIN YARRIS  
DIRECTOR OF GENERAL SERVICES

Approved by Final Determination of the Board of Supervisors of the County of Yolo on this 10<sup>th</sup> day of January, 2017.

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

BY: *Duane Chamberlain*  
DUANE CHAMBERLAIN, CHAIR  
BOARD OF SUPERVISORS

ATTEST:

JULIE DACHTLER, DEPUTY CLERK  
BOARD OF SUPERVISORS

BY: *Julie Dachtler*  
DEPUTY



APPROVED AS TO FORM:

PHILIP POGLEDICH  
COUNTY COUNSEL

BY: *Philip Pogledich*  
DEPUTY

## APPENDIX A

Listed herein are all Yolo County job classes in the General Unit represented by the International Union of Operating Engineers, AFL-CIO, Local 39 as of December 30, 2016.

Account Clerk I	Auditor-Appraiser I
Account Clerk II	Auditor-Appraiser II
Account Clerk III	Auditor-Appraiser III
Accounting Technician	Auto & Heavy Equipment Mech
ADMH Specialist II - AOD	Building Craftsmechanic I
ADMH Specialist II - MH	Building Craftsmechanic II
Administrative Clerk I	Building Craftsmechanic III
Administrative Clerk II	Building Inspector I
Administrative Hearings Off	Building Inspector II
Administrative Serv An-Admin	Building Inspector III
Administrative Serv An-Fiscal	Building Services Attendant
Administrative Serv An-InfoSys	Buyer I
Administrative Serv An-Program	Buyer II
Administrative Serv An-StafDev	Cadastral Drafting Technician
Adult Services Worker I	Child Support Assistant
Adult Services Worker II	Child Support Officer I
Adult Services Worker III	Child Support Officer II
Ag & Standards Inspector I	Child Welfare Worker I
Ag & Standards Inspector II	Child Welfare Worker II
Ag & Standards Inspector III	Children Services Elig Spec I
Ag & Standards Inspector IV	Children Services Elig Spec II
Ag & Standards Technician	Civil Engineer
Ag Services Assistant	Clerk-Recorder Support Spec I
Alcohol & Drug Specialist I	Clerk-Recorder Support Spec II
Alcohol & Drug Specialist II	Clerk-Recorder Technician I
Appraiser I	Clerk-Recorder Technician II
Appraiser II	Clinical Psychologist
Appraiser III	Clinician I
Assessment Office Spec. I	Clinician I - Bilingual
Assessment Office Spec. II	Clinician II
Assessment Office Spec. III	Clinician II - Bilingual
Associate Admin Serv Analyst	Code Enforcement Officer
Associate Parks Planner	Comm. Health Asst. I
Associate Planner	Comm. Health Asst. I-Bil/Bic
Associate Public Health Nurse	Comm. Health Asst. II
Associate Staff Nurse	Comm. Health Asst. II-Bil/Bic
Asst. Engineer (Civil)	Conservation Prgm Crew Asst
Asst. Parks Planner	Conservation Prgm Crewleader
Asst. Planner	Conservatorship Officer
Asst. Road Maintenance Worker	Construction Inspector
Asst. Storekeeper	Cooperative Extension Asst

Corrections Records Spec. I  
Corrections Records Spec. II  
County Printer  
County Surveyor  
Courier-Clerk  
Crime & Intel Analyst  
Crime Scene Investigator  
DA Enforcement Officer  
DA Senior Enforcement Officer  
Department Volunteer Coord.  
Deputy Coroner I  
Deputy Coroner II  
Deputy Public Administrator  
Detention Facility Cook  
Detention Senior Cook  
Elections Aide  
Elections Technician  
Emergency Med Svcs Program Coord  
Emergency Med Svcs Spec II  
Emergency Med Svcs Spec I  
Emergency Plan/Train Coord  
Employment Services Spec I  
Employment Services Spec II  
Employment Services Spec III  
Engineering Aide I  
Engineering Aide II  
Engineering Technician I  
Engineering Technician II  
Environmental Health Spec. I  
Environmental Health Spec. II  
Environmental Health Spec. III  
Environmental Health Tech I  
Environmental Health Tech II  
Fleet Services Operations Coord  
Fleet Services Technician  
General Clerk I  
General Clerk II  
General Clerk III  
General Services Assistant I  
General Services Assistant II  
GIS Specialist I  
GIS Specialist II  
Guardian Technician  
Hazardous Materials Spec. I

Hazardous Materials Spec. II  
Hazardous Materials Spec. III  
Hazardous Sub Scientist I  
Hazardous Sub Scientist II  
Hazardous Sub Scientist III  
Health Educator  
Heavy Equipment Mechanic  
Information Technology Asst.  
Innovation Technician  
Junior Engineer (Civil)  
Junior Planner  
Juvenile Services Aide  
Lactation/Breastfeeding Coord.  
Landfill Construction Insp.  
Law Clerk  
Lead Building Craftsmechanic  
Lead Buyer  
Legal Intern  
Legal Process Clerk I  
Legal Process Clerk II  
Legal Process Clerk III  
Legal Process Clerk IV  
Legal Secretary I  
Legal Secretary II  
Library Assistant I  
Library Assistant II  
Library Associate  
Licensed Voc. Nurse I  
Licensed Voc. Nurse II  
Medical Records Specialist  
Mental Health Specialist I  
Mental Health Specialist II  
Network Systems Specialist I  
Network Systems Specialist II  
Network Systems Specialist III  
Nurse Intern  
Nurse Practitioner  
Occupational Therapist  
Office Support Specialist  
Outreach Specialist I  
Outreach Specialist II  
Paralegal  
Parks & Facilities Worker I  
Parks & Facilities Worker II

Parks & Facilities Worker III	Senior Elections Technician
Permit Counter Technician I	Senior Parks Planner
Permit Counter Technician II	Senior Planner
Physical Therapist	Senior Public Health Nurse
Physician's Assistant	Senior Road Maintenance Worker
Probation Aide	Senior Social Worker
Process Server	Senior Solid Waste Attendant
Programmer Analyst I	Senior Staff Nurse
Programmer Analyst II	Senior Storekeeper
Programmer Analyst III	Senior Victim Witness Prog Ast
Programmer Analyst IV	Senior Waste Fac. Worker
Project Coordinator	Senior Water/Air Quality Spec
Psychiatric Health Spec. I	Services Coordinator
Psychiatric Health Spec. II	Sheriff's Operations Coordinator
Public Assistance Sp III-IEVS	Sheriff's Records Clerk I
Public Assistance Spec. I	Sheriff's Records Clerk II
Public Assistance Spec. II	Sheriff's Support Specialist
Public Assistance Spec. III	Sign Shop Technician I
Public Defender Invest. I	Sign Shop Technician II
Public Defender Invest. II	Social Services Assistant
Public Defender Investigative Asst.	Social Services Asst. - CWS
Public Health Epidemiologist	Social Worker
Public Health Nurse	Social Worker Practitioner
Public Health Nursing Intern	Solid Waste Attendant
Public Health Nutr non-reg	Staff Nurse
Public Health Nutritionist	Storekeeper
Revenue Collections Spec. I	Systems Software Spec. I
Revenue Collections Spec. II	Systems Software Spec. II
Revenue Collections Spec. III	Systems Software Spec. III
Road Maintenance Crewleader	Technical Support Spec. I
Road Maintenance Worker	Technical Support Spec. II
Secretary I	Technical Support Spec. III
Secretary II	Telecommunications Technician
Secretary III	Therapy Aide I
Secretary to the Dir.-Nonsup	Therapy Aide II
Senior Accounting Technician	Veterans Service Rep I
Senior Appraiser	Veterans Service Rep II
Senior Assessment Technician	Victim Services Program Asst.
Senior Auditor-Appraiser	Vital Records Deputy Registrar
Senior Cadastral Drafting Tech	Vital Statistics Technician
Senior Child Support Officer	Waste Facility Worker
Senior Comm. Health Asst.	Waste Reduction/Recycling Coor
Senior Comm. Health Asst.-Bil	Waste Reduction/Recycling Spec
Senior Crime Scene Invest.	Water/Air Quality Specialist

Weed & Pest Cont. Surv Worker

## UNIFORM ISSUE SCHEDULE

<b>Classification:</b>	<b>Issue:</b>
Agricultural & Standards Technician	Daily: Pants, shirt/blouse Other: Raingear and coveralls as needed
Assistant Storekeeper Storekeeper Senior Storekeeper	Daily: Pants, shirt/blouse, shorts Other: Jacket as needed
Building Craftsmechanic I/II/III Lead Building Craftsmechanic	Daily: Pants, shirt/blouse, shorts Other: Jacket, Raingear and coveralls as needed
Detention Facility Cook Detention Senior Cook	Daily: Pants, shirt/blouse Other: Aprons as needed
Courier-Clerk	Daily: Pants, shirt/blouse, shorts Other: Jacket and raingear as needed
Auto & Heavy Equipment Mechanic Heavy Equipment Mechanic	Daily: Pants, shirt/blouse Other: Coveralls as needed Annual: Prescription safety lenses Other: \$25 reimbursement for eyeglass frames bi-annually
Parks and Facilities Worker I/II/III	Daily: Pants, shirt/blouse Other: Jackets, Raingear and coveralls as needed
Assistant Road Maintenance Worker Road Maintenance Worker Senior Road Maintenance Worker Road Maintenance Crewleader	Daily: Pants, shirt/blouse Other: Coveralls and jackets as needed
Solid Waste Attendant Senior Solid Waste Attendant Solid Waste Facility Worker Senior Solid Waste Facility Worker	Daily: Pants, shirt/blouse, shorts Other: Coveralls and jackets as needed

NOTE: Shirt/blouse and jacket will include name and identification patches. Road Worker series shirt/blouse will be of a color approved 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 Section 7.13.7.

Agricultural & Standards Inspector I – IV  
Agricultural & Standards Technician  
Assistant Road Maintenance Worker  
Assistant Storekeeper  
Auto & Heavy Equipment Mechanic  
Building Crafts Mechanic I – III  
Building Inspector I – III  
Building Services Attendant  
Buyer I – II  
Construction Inspector  
County Printer  
Environmental Health Technician I - II  
Environmental Health Specialist I – III  
Hazardous Materials Specialist I – III  
Heavy Equipment Mechanic  
Lead Building Craftsmechanic  
Lead Buyer  
Parks and Grounds Maintenance Worker I –III  
Road Maintenance Crewleader  
Road Maintenance Worker  
Senior Road Maintenance Worker  
Senior Solid Waste Attendant  
Senior Solid Waste Facilities Worker  
Senior Storekeeper  
Sign Shop Technician I - II  
Solid Waste Attendant  
Solid Waste Facilities Worker  
Storekeeper  
Telecommunications Technician



**SAFETY GLASSES AND/OR GOGGLES SCHEDULED**

For the following classifications, the County shall provide safety glasses and/or goggles pursuant to Section 7.13.10.

Agriculture and Standards Technician  
Assistant Road Maintenance Worker  
Auto and Heavy Equipment Mechanic  
Building Craftsmechanic I – III  
Lead Building Craftsmechanic  
Parks and Grounds Maintenance Worker I –III  
Road Maintenance Crewleader  
Road Maintenance Worker  
Senior Solid Waste Attendant  
Senior Solid Waste Facilities Worker  
Sign Shop Technician I - II  
Solid Waste Attendant  
Solid Waste Facilities Worker

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