

Agreement No. 15-163

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF YOLO

AND

**THE YOLO COUNTY CORRECTIONAL
OFFICERS ASSOCIATION**

November 1, 2015 through October 31, 2017

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AND
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**ARTICLE I
GENERAL PROVISIONS**

1.1 Parties

This Memorandum of Understanding is entered into by and between the County of Yolo hereinafter referred to as the "County" and the Yolo County Correctional Officers Association hereinafter referred to as the "Association". The parties having met in good faith have reached full agreement upon all in-scope issues which are set forth expressly in the following. There exist no inducements, agreements or promises other than those set forth herein.

1.2 Recognition

Pursuant to the provisions of Resolution No. 89-113 (Employer-Employee Relations Policy of the County of Yolo) the Board of Supervisors designated the Association as the exclusive organization for the purpose of employee representation for the Correctional Officers unit.

This unit includes all employees in the class series of Correctional Officer, Animal Services Officer, and in the classes of Animal Care Technician, Sheriff's Operations Assistant and Sheriff's Service Technician.

1.3 Definitions

1.3.1 Appointing Authority: As used in this agreement, the appointing authority shall be the County Board of Supervisors, the Sheriff of Yolo County and/or his/her designee.

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

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

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

**ARTICLE II
ASSOCIATION RIGHTS**

2.1 Association Release Time

The Association shall be granted forty (40) hours per calendar year release time to be used by Association members designated by the Association for purposes related to employee organization matters.

2.2 Use of Release Time

Use of release time is subject to reasonable advance request. Such requests shall be to the immediate supervisor in writing with a copy to the Sheriff. Approval of the release time must be received before the employee uses the time. The County shall reasonably grant or deny release time based on legitimate operating needs of the department.

2.3 Meetings

The Association shall have use of County facilities for meetings of off-duty employees and the Association provided that the Association has requested the facility reasonably in advance of the meeting and has received approval from the department.

2.4 Communications

2.4.1 Bulletin Boards. The employer shall furnish bulletin board space where currently available. Only areas designated by the appointing authority may be used for posting of notices. Bulletin boards shall only be used for the following notices:

2.4.1.1 Scheduled Association meetings, agendas and minutes.

2.4.1.2 Information on Association elections and results.

2.4.1.3 Information regarding Association social, recreational and related news items.

2.4.1.4 Reports of official business of the Association including reports of committees or the Board of Directors.

2.4.2 Limitation on Notices. Posted notices shall not be obscene, defamatory or of a political nature, nor shall they pertain to public issues which do not include the employer or its relations with its employees. All notices to be posted must be dated and signed by an authorized representative of the Association. Employer equipment, material or supplies shall not be used for the preparation, reproduction or distribution of notices nor shall such notices be prepared by employees during their regular working time.

2.4.3 Inter/Intra-departmental Mail System. Employer agrees to allow limited use of the employer inter/intra-departmental mail system to Association. Such use shall not include materials unsuitable for posting under Section 2.4.2.

2.5 Association Membership

2.5.1 The County will provide to all new employees an information package provided by the Association explaining membership, benefits, procedure for joining the Association and a deduction authorization form.

2.5.2 All members of YCCOA shall be dues paying members of the Association and may terminate membership upon written request to the Yolo County Auditor's Office during the thirty-day (30-day) period beginning June 1 and ending June 30 of every year. This period is the only designated time that a YCCOA member may terminate

Association membership.

2.6 Copies of Agreement

The County agrees to provide the Association with one (1) originally signed copy of this agreement and to post it for access to the membership on the Yolo County Intranet website.

**ARTICLE III
MANAGEMENT RIGHTS**

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

- 3.1.1 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.
- 3.1.2 To manage all facilities and operations of the County including the methods, means and personnel by which the County operations are to be conducted.
- 3.1.3 To schedule working hours and assign work.
- 3.1.4 To establish, modify or change work schedules or standards.
- 3.1.5 To direct the work force, including the right to hire, assign, promote, demote or transfer an employee.
- 3.1.6 To determine the location of all work assignments and facilities.
- 3.1.7 To determine the layout and the machinery, equipment or materials to be used.
- 3.1.8 To determine processes, techniques, methods and means of all operations, including changes, allocation or adjustments of any machinery or equipment.
- 3.1.9 To determine the size and composition of the work force.
- 3.1.10 To determine policy and procedures affecting the selection or training of employees.
- 3.1.11 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.
- 3.1.12 To control and determine the use and location of County employees, property, material, machinery or equipment.
- 3.1.13 To schedule the operation of and to determine the number and duration of shifts.
- 3.1.14 To determine and enforce safety, health and property protection measures and require adherence thereto. However, if the measure(s) is deemed to create a potential serious threat or safety hazard to the employee(s), the Association shall

have the right to meet with the appointing authority to discuss the measure.

- 3.1.15 To transfer work from one job site to another or from one location or unit to another.
 - 3.1.16 To introduce new, improved or different methods of operations, or to change existing methods.
 - 3.1.17 To lay off employees from duty for lack of work, lack of funds or any other reason.
 - 3.1.18 To reprimand, suspend, discharge or otherwise discipline employees.
 - 3.1.19 To establish, modify, determine or eliminate job classifications and allocate County positions to such classifications.
 - 3.1.20 To promulgate, modify and enforce work rules, safety rules, and regulations.
 - 3.1.21 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.
 - 3.1.22 To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities.
 - 3.1.23 The Association expressly and specifically agrees that except to the extent that the County rights are expressly limited by the terms of this Agreement, the Association waives any and all of its rights to meet and confer or grieve on the exercise or lack of exercise of any of the County rights.
 - 3.1.24 To make changes in hours or working conditions on an individual basis in order to effectuate requests for reasonable accommodation from qualified disabled persons in accordance with the Americans with Disabilities Act guidelines.
- 3.2 Any agreement by the County to meet and confer or meet and consult over the effect of the exercising of a County right shall not in any way impair the right of the County to exercise and implement any of its rights or the rights of individual employees.

ARTICLE IV HOURS AND WORK SCHEDULE

4.1 Work Period

The standard work period for Correctional Officers in this unit is a fourteen (14) day work period. Other employees are on a designated seven (7) day work week. Such work periods may be changed by the County according to the requirements of the Fair Labor Standards Act.

4.2 Work Schedules

4.2.1 Except in an emergency, employees in this unit shall normally be assigned either to a 5/8 schedule (five 8-hour days in a seven-day period) or a 12/12 schedule (six 12-hour days and one 8-hour day in a 14-day period). Each employee shall be

assigned regular starting and quitting times which shall not be changed without prior notice.

- 4.2.2 Notwithstanding the foregoing, the appointing authority shall have the right to establish other work schedules and assign employees to such schedules with prior notice to the employee after meeting and consulting with the Association. If the appointing authority proposes to change existing shifts to an alternate schedule, he/she shall provide the Association with a three-month (3-month) notice in order to afford an opportunity for meet and confer over the impacts of the decision.
- 4.2.3 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 14-day work period shall require designation of a work week which starts and ends at noon on Sunday.
- 4.2.4 Signups for available shifts shall be conducted every six (6) months on a seniority basis among equally qualified employees. Equally qualified shall be determined on the basis of job classification, gender, and/or training requirements for the position(s) being bid. Among those equally qualified, seniority shall be determined in the following order: 1) Permanent employees; 2) Probationary employees; 3) Extra help employees. Assignments shall be governed by Article V of this Memorandum of Understanding. Seniority shall be determined by calculating the employee's time in service in a specific classification. Time in service in any other classification shall not count for purposes of calculating an employee's seniority in his/her present classification.
- 4.2.5 Seniority among equally qualified employees shall also be used in the bidding for assignments and voluntary overtime.
- 4.2.6 Signups for standby shall be conducted on a monthly basis in accordance with the provisions set forth in Section 4.2.4 above.
- 4.2.7 Leinberger Housing Unit, Day Reporting Center and Intake positions are considered six-month assignments. The post positions are chosen by seniority . Once a correctional officer has worked six months in an assignment, that employee will be unable to sign-up for a subsequent six month assignment unless there is no other interested employee.

4.3 Work Breaks

Employees assigned to a twelve (12) hour work schedule shall be allowed one (1) thirty (30) minute meal break in the first six (6) hours of the shift and one (1) thirty (30) minute meal break in the second six (6) hours of the shift as staffing allows. The County shall not be required to add positions nor utilize overtime solely to meet the requirements of this section. Such breaks shall be taken away from the employees' normal work station but the employees shall be available to respond to facility emergencies.

4.4 Military Leave

Request for leave (paid or unpaid) to be used for fulfilling a military obligation shall be granted pursuant to the Military and Veterans Code. The granting of leave for military training or weekend drills shall not be the sole basis of denying another employee's optional time off request.

**ARTICLE V
ASSIGNMENT POLICY
(CORRECTIONS)**

5.1 Assignments

5.1.1 The appointing authority reserves the right to reassign employees in this unit to different job sites or work shifts in accordance with the operational needs of the department and this Article.

5.1.2 No employee shall be reassigned arbitrarily to another job site or work shift.

5.1.3 An employee may be permanently reassigned to another job site or shift on fourteen (14) calendar day's prior written notice.

5.1.4 An employee may be temporarily reassigned upon two (2) days prior written notice provided, however, in case of emergency such notice need not be given.

5.1.5 Temporary job site or shift assignments shall be for a period not to exceed thirty (30) calendar days. This period may be extended by mutual agreement between the employee and the facility commander or designee. Such agreement shall be confirmed in writing.

5.1.6 Temporary assignment for a portion of a work day or work days to a different work location during regularly assigned working hours shall not require advance notice.

5.2 Voluntary Request for Job Site Transfer

5.2.1 Any employee wishing to be reassigned to any other job site or shift shall notify the department personnel section in writing of his/her desire.

5.3 Limited Term Employees

- 5.3.1 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.
- 5.3.2 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 5.3.3 below.
- 5.3.3 Regular employees who transfer or promote to limited term positions at the direction of the department head shall retain reinstatement rights to their former positions. The department head shall make an order in writing prior to the date of transfer or promotion.
- 5.3.4 All limited term employees shall be subject to the same hiring standards and shall earn all benefits which accrue to regular employees. Notwithstanding regular employees covered in Section 5.3.3 above, service in a limited term position is at the pleasure of the appointing authority and no time served in a limited term position shall apply to the completion of a probationary period.
- 5.3.5 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.

ARTICLE VI GRIEVANCE PROCEDURE

6.1 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.

6.2 Definitions

- 6.2.1 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 Association.
 - 6.2.1.1 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.
 - 6.2.1.2 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.
- 6.2.2 Grievant. A grievant is (1) any individual employee represented by the unit who is filing a grievance; (2) any group of employees adversely affected in a substantially similar manner who are consolidated as a single grievance by the County and thereafter represented by a single grievant; or (3) the Association when the

grievance alleges a violation that affects the Association as a whole.

- 6.2.3 Association Grievances. The Association shall have standing under this procedure to initiate a grievance only over alleged violations of a specific section(s) of this Agreement that affects the entire Association, an entire department or ten (10) or more unit members in any one classification. In order to exercise such standing the Association must provide sufficient information to allow a complete investigation.
- 6.2.4 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.

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

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

6.2.5 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.

6.3 General Provisions

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

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

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

been received.

- 6.3.4 The grievant, the grievant's witnesses and representative shall suffer no loss of compensation or benefits while participating in this procedure.
 - 6.3.4.1 Subject to Association release time, employee representatives may investigate formal grievances filed by employees.
 - 6.3.4.2 Unless otherwise agreed between the parties and confirmed in writing, Association release time shall include no more than thirty (30) minutes preparation time per grievance level.
- 6.3.5 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.
- 6.3.6 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.
- 6.3.7 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.
- 6.3.8 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.
 - 6.3.8.1 Parties recognize the need to expedite resolution of all grievances and the time limits set are maximums.
 - 6.3.8.2 By mutual consent, which is confirmed in writing, the parties, may waive or consolidate any step(s) of the grievance process.
- 6.3.9 Preambles, purpose clauses and administrative procedures of this agreement shall not be subject to grievance.
- 6.3.10 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.
- 6.3.11 Unless otherwise identified, all days are calendar days.
- 6.3.12 Any written response or meeting requirement by a manager or appointing authority may be provided by his/her designee.
- 6.3.13 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.

6.4 Informal Resolution

- 6.4.1 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.
- 6.4.2 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.

6.5 Formal Levels

- 6.5.1 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.
- 6.5.2 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.
- 6.5.3 Level 3. If the grievant is not satisfied with the written answer from the appointing authority, the grievant may, within ten (10) days of such answer, file a written appeal to the Director of Human Resources. Within ten (10) days of receipt of the written appeal, the Director of Human Resources or his/her designee shall investigate the grievance, which shall include a meeting with the concerned parties, unless such meeting is waived by mutual agreement of the parties, and thereafter shall give a written answer to the grievant within ten (10) days, which answer shall be final and binding unless appealed by the Association.
 - 6.5.3.1 Any waiver of the requirement for a meeting with the concerned parties at Level 3 shall be confirmed in writing.
 - 6.5.3.2 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.
- 6.5.4 Level 4. If the Association is not satisfied with the decision made by the Director of Human Resources, the Association may within ten (10) days of the receipt of the response from the Director of Human Resources request a hearing of the grievance by an Arbitrator, or may choose the Voluntary Mediation Process.
 - 6.5.4.1 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.

- 6.5.4.2 Once that list is received, the County and the Association shall promptly select the Arbitrator or Mediator by alternate striking of names. The party to strike first shall be determined by coin toss.
- 6.5.4.3 Upon selection of the arbitrator or mediator, the Director of Human Resources shall contact the Arbitrator or Mediator, obtain available hearing dates, and communicate those dates to the Association. The first available date permitted by the parties' schedules will be selected.
- 6.5.4.4 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.
- 6.5.4.5 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.
- 6.5.4.6 The Association and the County agree to bear one-half (1/2) of the cost of the Arbitrator or Mediator and any mutually agreed upon ancillary fees, including transcript and reporter fees, that are incurred in the presentation of the appeal to the Arbitrator or Mediator except in those cases where the employee is not represented by the Association.
- 6.5.4.7 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 VII DISCIPLINARY PROCEDURE

7.1 Purpose

- 7.1.1 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.
- 7.1.2 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.

7.2 Definitions

- 7.2.1 **Just Cause.** Disciplinary action may only be brought against a permanent employee for the causes outlined in County Code Section 2-6.47.
- 7.2.2 **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.
- 7.2.3 **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.
- 7.2.4 **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.
- 7.2.5 **Parties.** The affected employee, the Association, the Appointing Authority, or other members of supervision and management.
- 7.2.6 **Response (Skelly) Meeting.** An informal meeting in which the employee has the opportunity to respond to proposed charges prior to action.
- 7.2.7 **Hearing.** A formal hearing held following an appeal of an employee of disciplinary action taken by an Appointing Authority.
- 7.2.8 **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.
- 7.2.9 **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.
- 7.2.10 **Day.** Calendar day unless otherwise specified.

7.3 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.

7.4 Exclusive Procedure

- 7.4.1 This procedure shall be the exclusive procedure for taking disciplinary actions and

appealing disciplinary actions against regular permanent employees.

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

7.4.3 Minor disciplinary actions shall be subject to appeal only through the grievance procedure, up to and including Formal Level 3. Section 6.5.4 of Article 6 shall not apply to minor disciplinary actions.

7.5 Notice of Proposed Discipline

7.5.1 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.

7.5.2 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.

7.5.3 The notice shall contain:

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

b. A copy of the charges and the recommended action.

c. Notice that the employee is entitled to an opportunity to respond to the charges orally or in writing, or both, personally or by or with a representative, which may be an attorney, at the meeting with the Appointing Authority (or his/her designee).

d. The date and time for the response meeting with the Appointing Authority during which the employee and his/her representative shall have an opportunity to refute the charges or present facts which may not be known to management.

e. Notice that if no written response is received by the Appointing Authority by the time scheduled for the response meeting and the employee fails to participate in the response meeting, the Appointing Authority may proceed to order action and the employee shall be deemed to have waived all rights to hearing or appeal from any action taken. Failure to request an opportunity to respond shall constitute a failure to exhaust administrative remedies unless a determination has been made by the parties that the response meeting is not in the best interest of the employee.

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

inspect, summarize, or make copies.

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

7.5.5 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.

7.6 Response (Skelly) Meeting

- 7.6.1 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.
- 7.6.2 Neither the Appointing Authority nor the employee shall be entitled to call witnesses or take testimony.
- 7.6.3 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.
- 7.6.4 At the conclusion of the response meeting or within ten (10) days, the Appointing Authority shall issue an order taking, amending, or determining not to take the action, and shall give written notice thereof to the employee, which shall include:
 - a. an explanation of the basis for the action;
 - b. the charges upheld;
 - c. the effective date(s) of the imposed discipline;
 - d. a list of items upon which action is based or new documents, if appropriate; and
 - e. notice of employee's right to appeal.

7.7 Appeal

- 7.7.1 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.

- 7.7.2 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.
- 7.7.3 Nothing in the subsection shall prohibit a peace officer from exercising his/her rights under the Peace Officer Bill of Rights.
- 7.7.4 Filing of an appeal or request for mediation shall not stay the effective date of the order of disciplinary action.
- 7.7.5 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.
- 7.7.6 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.
- 7.7.7 The demand for hearing shall include:
 - a. The specific grounds for appeal; and
 - b. Copies of materials on which the appeal is based or, if too voluminous, reference to materials in the custody of the County.
- 7.7.8 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.
- 7.7.9 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.
- 7.7.10 Nothing shall prevent the parties from agreeing to the name of an Arbitrator without

resorting to the requesting of a list.

7.7.11 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.

7.7.12 Three (3) days prior to the hearing each party shall provide the Arbitrator and the Director of Human Resources with a pre-hearing statement, a list of witnesses and copies of all exhibits to be submitted. If additional witnesses or evidence are added after this date, the opposing party shall be entitled to a reasonable continuance at the discretion of the Arbitrator. If new allegations or defense are brought out, the opposing party shall have the right to a reasonable continuance at the discretion of the Arbitrator.

7.7.13 An appeal through this procedure waives grievance proceedings under any agreement or memorandum between the County and any employee organization.

7.8 Hearing

7.8.1 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.

7.8.2 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.

7.8.3 The Arbitrator shall conduct a hearing and shall either issue an oral bench decision, or shall, within sixty (60) calendar days of conclusion of the hearing (and submission of briefs, if any), render a written decision and/or order. Any decision of the Arbitrator shall be final and binding on the parties and shall not be subject to appeal.

7.8.4 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.

7.9 Arbitrator/Mediator Cost.

The Association and the County agree to bear one-half (1/2) the cost of the Arbitrator or Mediator and any mutually agreed upon ancillary fees, including transcript and reporter fees, that are incurred in the presentation of the appeal to the Arbitrator or Mediator except in those cases where the employee is not represented by the Association.

ARTICLE VIII LAYOFFS

8.1 General Provision

When for lack of funds, lack of work, operational or other reasons the County has

determined a layoff is necessary, the County shall give notice thereof to the Association. Thereafter, persons to be laid off shall be determined in accordance with the rules set forth in the Article. Notice and an opportunity for hearing shall be given as set forth in this Article. The Human Resources Department shall make an effort to transfer any employee who is to be affected by a reduction in force to another vacant position for which such employee may qualify.

8.2 Order of Layoff

Layoffs shall be made by classification within a department. Within each classification in a department, all extra help employees shall be terminated before any provisional employees are terminated, all provisional employees or temporary employees shall be terminated before any limited term employees, all limited term employees shall be terminated before any probationary employees, all part-time probationary employees shall be terminated before any full-time probationary employees. All probationary employees shall be terminated before any permanent employees; all part-time permanent employees shall be laid off before any full-time permanent employees are laid off. Within each of the above categories, employees shall be removed in inverse order of seniority.

8.3 Seniority

8.3.1 The seniority date of an employee for purposes of layoff and rehire shall be based upon the date of hire in the County. 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 he possessed at the time of layoff. Periods of approved absences shall be credited as continuous County employment.

8.3.2 If the seniority of two (2) or more persons in the affected classification within a department, in the same category is identical, the 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 classifications is identical, the date of hire in the department shall be determinative. If the above are equal, the Department Head shall determine the order of layoff by utilizing the three (3) most recent performance evaluations and the employees' disciplinary records. If all of the above are equal, the order of layoff shall be determined by lot.

8.4 Bumping

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

8.4.2 Notwithstanding the provisions of Section 8.4.1, an employee may exercise the bumping rights provided therein only on condition that:

8.4.2.1 He/she has more County-wide seniority than the employee to be

displaced.

8.4.2.2 He/she is willing to accept the reduced compensation level.

8.4.2.3 He/she meets the minimum qualifications for the lower class.

8.4.2.4 He/she requests displacement action in writing to the Human Resources Department within five (5) days after receipt of the notification of layoff.

8.4.3 Notwithstanding the above, part-time employees shall not have the right to bump full-time employees.

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

8.5 Notice of Layoff

8.5.1 The employee shall be given written notice of layoff by the County at least fourteen (14) calendar days in advance of the effective date of such layoff. The notice of layoff shall include the following information: Reason for layoff, effective date of layoff, a copy of this Article, and forms to assess displacement rights.

8.5.2 An employee who has been notified of his/her impending layoff, and possess no bumping rights or has chosen not to exercise any such rights, may be granted up to 24 hours release time without a loss of pay or benefits, by prior agreement with his/her supervisor, to obtain other employment. Management will not unreasonably withhold permission to utilize this time. In addition, employees may use accrued vacation or accrued compensatory time for this purpose once notice is given.

8.6 Health Insurance

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

8.7 Reemployment Lists

8.7.1 A Reemployment List is particular to a department and classification. Any vacancy occurring in the class from which employees have been laid off shall be offered first to qualified and available employees on the Reemployment List for that class in order of seniority. An eligible employee may have his/her name placed on a Reemployment List for a period of 18 months in the following ways:

8.7.1.1 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.

8.7.1.2 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 current series.

- 8.7.1.3 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.
- 8.7.1.4 A probationary employee who is terminated solely in preparation for layoff shall be placed on the Reemployment List for his/her classification in order of seniority behind any regular employee(s).
- 8.7.2 Status on the Reemployment List can be lost under the following circumstances:
 - 8.7.2.1 If the person indicates unavailability or if attempts to reach the individual (including by certified mail) are unsuccessful. Restoration to the Reemployment List may occur if the person indicates availability in writing within the original eligibility period.
 - 8.7.2.2 If the person declines three (3) job offers of equivalent status positions to a regular full-time or regular part-time position by the County, the person's name will be removed from the Reemployment List.
- 8.7.3 When a person is reemployed from a Reemployment List, the employee shall be entitled to accrue sick leave and vacation at the same accrual rate as attained 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 shall be reinstated.
- 8.7.4 An individual on a Reemployment List may accept an extra-help appointment or position and not lose his/her Reemployment List status.

8.8 Hearing

- 8.8.1 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 states such facts on his/her appeal form which, if true, would cause such appeal to be granted. Such a request shall be made within five (5) days of service of the notice of layoff. Failure to make such request shall waive the right to hearing. At said hearing, the employee may challenge only the determination of seniority, bumping rights and material compliance with this procedure. The employee shall have the right to be represented by a representative of his 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 layoff, the employee shall be laid off on the date set forth in the notice.
- 8.8.2 If, after a request meeting the procedural requirements above, 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.

8.9 Personnel Lists

- 8.9.1 At the time notices of layoff are sent to employees, the Human Resources Department shall post a list in the Personnel Office of all County employees in the department 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 IX OCCUPATIONAL HEALTH

9.1 General Provisions

- 9.1.1 The County and Association agree that the maintenance of employee's physical and mental health is a basic component of satisfactory work performance and that a program of medical examination and review of physical and mental condition as it relates to performance of assigned job duties is appropriate.
- 9.1.2 The physical and mental requirements of jobs have been determined and job-related standards have been developed and implemented by the County. All new regular employees must take and successfully pass a pre-employment medical examination. All regular permanent employees may be required to take and successfully pass a medical examination when the employer has cause to believe that the employee's health and/or physical and mental condition may be detrimental to the employee, his/her work performance, or to others with whom the employee works. Regular permanent employees unable to successfully pass a job-related medical examination due to medical conditions which are identified as medically correctable and job-related will normally be allowed a reasonable period to correct such condition.
- 9.1.3 Medical examinations shall be performed by a physician designated by the County.
- 9.1.4 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.
- 9.1.5 If adverse action is proposed to be taken against an employee as a result of said medical examination, employee has the right to obtain a second examination by a physician of his/her choice selected from a panel of two additional physicians offered by the County at no cost to the employee. The report of the second examination shall be considered prior to the County proceeding with any adverse action.
- 9.1.6 Uncorrected job-related medical conditions determined to be incapacitating for performance of duty as defined and governed by Title 2, Division 5, Part 3, Chapter 8, Article 3 of the 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.

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

ARTICLE X WAGES

10.1 Base Pay

- 10.1.1 Effective November 1, 2015, all bargaining unit classifications shall receive a two percent (2.0%) Cost of Living Adjustment (COLA).
- 10.1.2 Effective the first full pay period in November 2016, all bargaining unit classifications shall receive a two percent (2%) Cost of Living Adjustment (COLA).

10.2 Shift Differential

- 10.2.1 Effective November 29, 2015, employees assigned to a night shift on a 12/12 schedule shall be paid an additional one dollar (\$1.00) per hour regardless of whether or not it is their regularly assigned shift.
- 10.2.2 Effective November 29, 2015, employees assigned to a 5/8 schedule shall be paid an additional eighty-five cents (\$0.85) per hour for swing shift (third watch) and an additional one dollar (\$1.00) per hour for graveyard (first watch).
- 10.2.3 Shift differential pay shall be paid only for time worked. No employee shall receive shift differential for other paid time such as vacation, sick leave or in lieu holiday pay.
- 10.2.4 Effective November 1, 2012, Animal Services Officers who are called in between the hours of 4:00 p.m. and 12-midnight shall receive an additional seventy-five cents (\$.75) per hour for hours worked; Animal Services Officers who are called in between the hours of 12-midnight and 8:00 a.m., shall receive ninety cents (\$.90) per hour for hours worked.
- 10.2.5 Effective July 1, 2004, Correctional Officers normally assigned to a day shift who work a night shift shall receive the applicable differential for those hours worked.

10.3 Overtime

- 10.3.1 For Correctional Officers, all hours worked in excess of eighty (80) hours in a fourteen (14) day work period shall be compensated at the overtime rate of one and one-half (1 1/2) times the regular hourly rate of pay or by compensatory time

off at the rate of one and one-half hours (1 1/2) of compensatory time for each overtime hour worked. For other employees, all hours worked in excess of forty (40) hours per week shall be compensated at the overtime rate of one and one-half (1 1/2) times the regular hourly rate or by compensatory time off at the rate of one and one-half (1-1/2) hours of compensatory time for each overtime hour worked.

10.3.2 The following shall constitute "time worked" for all bargaining unit employees:

10.3.2.1 Time actually worked;

10.3.2.2 Prescheduled vacation leave approved at least seven (7) calendar days in advance of the time off;

10.3.2.3 Prescheduled compensatory time off (CTO) approved at least seven (7) calendar days in advance of the time off;

10.3.2.4 Floating holidays off approved at least seven (7) calendar days in advance of the time off; and

10.3.2.5 County observed holidays taken by employees.

10.3.2.6 Sick leave shall be credited as time worked provided that a medical certification signed by a medical professional following an office visit is submitted to the department. The requirement to provide a medical certification under this section applies to any employee who has used more than forty (40) hours of sick leave during the prior fiscal year. Bereavement leave shall not count toward calculating the forty (40) hour threshold.

10.3.2.7 Jury Duty when the County is notified in accordance with section 12.4 of this agreement.

10.3.3 The appointing authority shall determine whether voluntary overtime is compensated by pay or compensatory time off (CTO). If an employee is required to work overtime, he/she shall be compensated by either cash payment or compensatory time off at the discretion of the employee. The appointing authority may not require an employee to work overtime and receive compensation only in the form of CTO. Beyond the maximum straight time hours allowed in the work period, the employee may request CTO accumulation in lieu of pay and the department may grant such requests.

10.3.4 No more than eighty (80) hours of compensatory time shall be accumulated. All overtime hours worked after eighty (80) hours of compensatory time have been accumulated shall be compensated as paid overtime.

10.3.5 Compensatory time off may only be taken upon prior approval of the Sheriff or his/her designee. Use of compensatory time off shall meet the requirements of the Fair Labor Standards Act (FLSA) and shall not be denied based upon the cost of backfilling to maintain staffing levels.

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

10.3.7 An employee who is available for an overtime assignment not contiguous to his/her normal work shift shall enter his/her name on a voluntary sign-up list. Extra help employee(s) who are approved to work in posted positions will be included in the rotational list. Extra help employees will be listed first. To the extent practical, all overtime shifts will be assigned, one at a time, to those on the list on a rotational basis. Overtime worked or refused will cause the supervisor to proceed to the next name on the list for the next overtime opportunity. Supervisors shall utilize this list prior to ordering involuntary overtime. Employees who have a substandard attendance record may be restricted by management from working voluntary overtime.

10.4 Compensation for Court Time

10.4.1 This section is distinguished from Jury Duty leave as provided in Section 12.4.

10.4.2 The provisions of this section apply to time when an employee is required to work for the sole purpose of appearing in court during his regularly scheduled off duty hours. The provisions of this section are not applicable to employees who appear in court during regularly scheduled work hours or any hours immediately before or after regularly scheduled work hours where no break in time worked occurs.

10.4.3 An employee shall be compensated a minimum of three hours at the rate of one and one-half (1 1/2) times the regular hourly rate for any time required to appear in court during regularly scheduled off duty time.

10.4.4 Any time required to appear in court in excess of three hours in one day shall be compensated at one and one-half (1 1/2) times the regular hourly rate. For purposes of this section, if an employee is required to be available through the meal period, the meal time shall be considered time worked within the meaning of this section.

10.5 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 Human Resources of the County. Positions for which bilingual skills are necessary shall be determined by the Sheriff after approval of the CAO's Office.

10.5.1 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).

10.5.2 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).

10.6 Standby Pay

- 10.6.1 Employees assigned to standby duty shall be paid at the rate of three dollars (\$3.00) per hour for any hours assigned to standby duty. If during the term of this agreement, standby pay for members of the Deputy Sheriffs Association exceeds three dollars (\$3.00) per hour, members of the Association shall receive the amount equivalent to the amount received by the Deputy Sheriffs Association.
- 10.6.2 Any employee called back to duty from standby or for other reasons, shall be compensated at one and one-half (1 1/2) times his/her hourly rate of pay for actual time worked.
- 10.6.3 Whether an employee is or is not on standby, in no instance shall a call back to duty be considered as less than two (2) hours time worked. No employee shall be compensated for standby during time being compensated as overtime call out nor shall there be any overlapping minimums.
- 10.6.4 Standby duty requires the employee so assigned:
 - 10.6.4.1 To be ready to respond immediately to call for service;
 - 10.6.4.2 To be reachable by telephone, pager, or other communication device provided, however, each employee with a pager shall remain within communication range;
 - 10.6.4.3 To remain within a reasonable distance of the work location;
 - 10.6.4.4 To refrain from activities which might impair the ability to perform assigned duties; and
 - 10.6.4.5 To maintain proper uniform and work related equipment.
 - 10.6.4.6

10.7 Longevity Steps

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

10.8 Officer In Charge

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

10.8.2 An employee assigned as Officer-In-Charge shall receive a seven and one-half percent (7.5%) differential above his/her current salary for the shift he/she is so assigned. If an employee is assigned Officer-In-Charge duties for four (4) hours or more during a shift, he/she shall be compensated the seven and one-half percent (7.5%) differential for the entire shift.

10.9 Correctional Training Officer

Employees qualified and designated by the Department as Training Officers shall receive two and one-half (2.5) hours, paid at a rate of time and one-half (1.5), for every twelve (12) hour shift spent performing the designated functions of a Correctional Training Officer. This amount shall be pro-rated for any amount of time less than twelve (12) hours per shift spent training.

10.10 Animal Services Training Officer

Animal Services employees assigned by a Supervisor and actually performing training activities of new employees shall receive a salary differential of five percent (5%) above base pay.

10.11 Transportation Unit Differential

Armed personnel assigned to the transportation unit shall receive an additional five percent (5%) above their base salary for the shift when any portion of a day is spent transporting inmates or when any portion of a day is spent standing guard at a medical facility.

10.12 Advancement

A Correctional Officer I will be advanced to the position of Correctional Officer II only upon successful completion of: 1) the Correctional Officer Training Program, 2) a recognized correctional academy, and 3) probation.

10.13 Job-Related Disability

An Association member who is injured on the job, or whose injury/illness flows from the workplace, and who is on an approved Workers Compensation disability leave and unable to work, shall be entitled to up to sixty (60) days per injury per calendar year, non-cumulative, in which he/she shall receive full pay and benefits without assessment of other leave banks. This benefit shall be administered in the same manner as other Workers Compensation events and should the employee not be released to full duty by a treating physician, the employee may avail himself/herself of other available leaves.

10.14 Supplemental Military Pay

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 his/her gross pay earned by the County at the time he/she is called to duty for a period of an additional ninety (90) 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.

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

10.16 Deferred Compensation Match

Effective with the first full pay period in November 2015, the County will match up to one hundred and fifty dollars (\$150) per calendar year for employees with five to nine and ninety-nine one hundredths (5 to 9.99) years of service and up to two hundred dollars (\$200) per calendar year for employees with ten (10) years of service or more.

**ARTICLE XI
RETIREMENT**

11.1 California Public Employees' Retirement System

The County will continue its participation in the California Public Employees' Retirement System (CalPERS or PERS) during the term of this agreement.

11.2 Enhanced Retirement Formula

Effective December 7, 2008, the County agrees to provide all local safety employees with an enhanced retirement formula of 3% @ 55 and all miscellaneous employees with an enhanced retirement formula of 2.5% @ 55.

Employees hired on or after January 1, 2013, shall be provided with a retirement formula of 2.7% @ 57 for local safety positions and with a retirement formula of 2% @ 62 for miscellaneous positions.

Effective the first full pay period after approval of this agreement by the Board of Supervisors, employees will contribute the entire CalPERS member contribution. Safety employees shall pay nine percent (9%) of CalPERS reportable earnings and miscellaneous employees shall pay eight percent (8%) of CalPERS reportable earnings. All employee contributions will be deducted on a pre-tax basis.

Effective the first full pay period after approval of this agreement by the Board of Supervisors, safety employees shall receive an additional salary increase of one percent (1%) in exchange for paying an additional one percent (1%) of the employee contribution above that which miscellaneous employees pay.

ARTICLE XII

LEAVES

12.1 Holidays

12.1.1 All full time bargaining unit employees shall be entitled to the following paid holidays:

- 12.1.1.1 July 4 - Independence Day
- 12.1.1.2 Labor Day
- 12.1.1.3 Veteran's Day Observance
- 12.1.1.4 Thanksgiving Day
- 12.1.1.5 Day after Thanksgiving
- 12.1.1.6 Christmas Day
- 12.1.1.7 New Year's Day
- 12.1.1.8 Martin Luther King's Birthday Observance
- 12.1.1.9 President's Day
- 12.1.1.10 Memorial Day
- 12.1.1.11 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.

12.1.2 When a holiday falls on a Saturday or Sunday, the Friday preceding a Saturday holiday, or a Monday following a Sunday holiday, shall be deemed to be a holiday in lieu of the day observed.

12.1.3 Employees working twelve (12) hour shifts shall observe the holiday when it falls.

12.1.4 Employees whose regularly scheduled day off falls on any County observed holiday shall be entitled to equivalent time off, or pay in lieu of equivalent time off at their regular rate of pay. Normally, employees shall be entitled to take such equivalent time off in conjunction with regular days off.

12.1.5 Holiday compensation is defined as straight time pay based upon hours assigned on the day of the holiday. In addition to holiday compensation, all hours worked on the holiday shall be paid at time and one-half (1 ½).

12.2 Floating Holidays

12.2.1 Full-time employees shall be credited with thirty-two (32) hours of floating holiday time on July 1 of each year. The amount of floating holiday time shall be pro-rated for employees whose regularly scheduled work hours are less than full-time.

12.2.2 Floating holidays may be taken off in hourly increments and need not be taken off in a set block of time.

12.2.3 A floating holiday shall be taken during the fiscal year and shall not accrue from one fiscal year to the next.

12.2.4 Upon termination, any accrued but unused floating holiday time shall be paid off at a straight time rate. However, any employee who terminates with less than one

year of service in a regular position shall be paid off for floating holiday time in proportion to the number of pay periods employed during the fiscal year. The County may recoup the value of used floating holiday time in excess of the proportion of pay periods employed for employees who terminate with less than one (1) year of service in a regular position.

12.3 Leave of Absence Without Pay

12.3.1 Employees may be granted a leave of absence without pay upon approval for any

of the following reasons:

- a. For illness or disability;
- b. To take a course of study that will increase the employee's usefulness on his/her return to his/her position; and
- c. For personal reasons acceptable to the department head or County Administrative Officer.

12.3.2 Requests for leaves 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 leave is desired to begin, and the probable date of return. If the leave requested does not exceed thirty (30) calendar days, the request shall be granted or denied by the department head. If the leave requested exceeds thirty (30) calendar days, it shall be granted or denied by the County Administrative Officer upon the recommendation of the department head. A copy of an approved leave of absence shall be sent to Human Resources.

12.3.3 A leave of absence without pay may be for a period not to exceed one (1) year.

12.3.4 Whenever an employee who has been granted a leave of absence without pay desires to return to work before the expiration of such leave, he/she may request an

early return in writing from his/her department head. If the leave of absence was granted for medical reasons, the employee shall provide appropriate documentation

which indicates the employee is medically able to return to work.

12.3.5 Employees who are on leave of absence without pay shall not be entitled to holidays

or holiday pay for holidays during such leave. If an employee is on a leave of absence without pay at the start of the fiscal year, the employee shall not be credited

with any floating holiday time until he/she returns to work. When the employee returns to work he/she shall be credited with floating holiday time which is pro-rated

based on the amount of time remaining in the fiscal year from date of return.

12.4 Jury Duty

12.4.1 The County encourages employees to participate in their civic responsibilities such as jury duty. If an employee receives a summons for jury duty, he/she shall advise

his/her direct supervisor as soon as possible but no later than five (5) business days prior to the scheduled appearance date. The direct supervisor will assess the effect of the absence on the department's workload and goals. If the supervisor determines that the absence would have an adverse effect on the department, this fact will be documented. Court officials may then be requested by the County to grant a deferral of jury duty until the absence would be more favorable to the department.

- 12.4.2 A regular employee summoned for attendance to any court for jury duty or called as a defendant in any matter arising appropriately 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, provided he/she deposits with the County Treasurer the fees for such service, exclusive of mileage, within five (5) days of receipt. Failing to do so, unless circumstances preclude such action, the employee's time shall be charged as leave without pay. A regular employee who appears in court as a party or witness in a private matter shall not be entitled to receive his/her regular pay during such absence, but may use accrued vacation or compensatory time for this purpose. This section is to be distinguished as separate from court appearances in the line of duty.
- 12.4.3 In the event a night shift worker is called to court under Section 12.4.2 above, the following shall apply:
 - 12.4.3.1 Day shift shall have release time the day of court attendance; time spent in court shall be deducted from the regular shift on that day with no loss of pay or benefits.
 - 12.4.3.2 Night or graveyard shift shall have release time on the shift following court attendance and the employee shall suffer no loss of pay or benefits.
 - 12.4.3.3 For reasons of health and safety, the supervisor and subpoenaed employee may agree upon a flex schedule, provided the flex schedule occurs within the same pay period, so that the employee will not be unduly fatigued.
- 12.4.4 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.

12.5 Vacation

- 12.5.1.1 All regular full-time employees shall be entitled to paid vacation of forty (40) hours after thirteen (13) consecutive biweekly periods of employment. Thereafter, each employee shall accrue vacation time according to the schedule set forth in Section 12.5.2.
- 12.5.1.2 Vacation time accrual shall be based on an eighty (80) hour pay period. All hours worked in excess of eighty (80) hours in a pay period shall be excluded for vacation accrual purposes.

- 12.5.1.3 Regular part-time employees shall accrue vacation in direct proportion as such part-time work bears to full-time work provided, however, a part-time employee who works less than twenty (20) hours per bi-weekly pay period shall not be eligible for vacation.
- 12.5.1.4 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 by 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.
- 12.5.1.5 After completion of thirteen (13) biweekly periods of employment, an employee who is absent without pay in any pay period shall earn vacation on the basis of the time in paid status during the pay period.

12.5.2 Schedule

For those employees hired prior to November 1, 2012 the following schedule of vacation accrual shall apply:

	Accrual (in hours) per:		
	<u>Pay Period</u>	<u>Req. Hours</u>	<u>Max/Yr</u>
After 13 biweekly pay 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	7.076	.0885	184

For those employees hired on or after November 1, 2012 the following schedule of vacation accrual shall apply:

	Accrual (in hours) per:		
	<u>Pay Period</u>	<u>Req. Hours</u>	<u>Max/Yr</u>
After 13 biweekly pay periods	3.077	.0385	80
After 5 years	4.000	.0500	104
After 10 years	4.616	.0577	120
After 15 years	5.232	.0654	136
After 20 years	6.152	.0769	160

12.5.3 Vacation Time Credited

At the end of the first thirteen (13) biweekly pay periods of initial employment, employees shall be granted forty (40) hours of vacation or, if part-time, a pro-rated share thereof. Thereafter, vacation time shall be credited at the end of each biweekly pay period.

12.5.4 Accumulation

- 12.5.4.1 All regular employees shall be permitted to accumulate the unused portion of vacation time to their credit; provided, however, they shall not be permitted to accumulate credit for any vacation time in excess of three hundred twenty (320) hours.
- 12.5.4.2 Those employees who have earned the maximum accumulation and who have, in keeping with department procedures, made a reasonable attempt to take time off may avoid the forfeiture ceiling by having an additional window period of accrual for ninety (90) days after reaching three hundred twenty (320) hours. During that time, the employee and the supervisor shall endeavor to assist employees in taking time off to work down the vacation accrual. Supervisor may authorize such time off in keeping with business necessity. Upon request, employees shall be granted once per fiscal year, a payoff up to forty (40) hours of vacation leave if their accumulated vacation is two hundred (200) hours or more.
- 12.5.4.3 If an extra-help or limited term employee is appointed to a regular position without a break in employment, the length of service in such status shall be recognized in the computation of vacation accrual. This means that the employee shall be entitled to accrue vacation as if they had been a regular employee for the amount of time including the extra-help, provisional or limited term employment, but does not mean that they will be credited for vacation time for the period of time they served as extra-help, provisional or limited term employees if they were otherwise credited for vacation time according to the regulations for those types of employment. For purposes of this section only, a break in employment shall mean a break in excess of three (3) normal working days in the continuity of time such an employee is authorized to be employed by the County.

12.5.5 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 accrued but unused vacation time, as of the date of termination.

12.5.6 Scheduling

- 12.5.6.1 Vacation leave shall be taken upon approval of the appointing authority.
- 12.5.6.2 For the purposes of vacation scheduling, seniority will be utilized to begin the selection process in accordance with department policy.
- 12.5.6.3 When an employee has submitted a written request for vacation at least six (6) months in advance of the date(s) requested, said request shall not be unreasonably denied and, if approved, shall only be rescinded to meet unanticipated departmental needs which are identified as a county emergency. Nothing in this section shall preclude an employee from requesting vacation with less than six (6) months notice. In this

instance, staff shortages due to prescheduled vacations shall first be covered through mandated overtime.

- 12.5.6.4 Employees who have submitted written requests for vacation in accordance with Section 12.5.6.3 above shall have those requests approved/denied within seven (7) days of the supervisor's receipt of the request.
- 12.5.6.5 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 such fiscal year.
- 12.5.6.6 Employees may be required to use accrued compensatory time and floating holidays before having vacation time off approved.

12.6 Sick Leave

- 12.6.1.1 All regular permanent employees shall accrue four hundred and sixty-one thousandths (.0461) hours of sick leave with pay, to a maximum of ninety-six (96) hours per year, for each regular hour paid.
- 12.6.1.2 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.
- 12.6.1.3 Sick leave shall be credited as of the end of each bi-weekly pay period.
- 12.6.1.4 All unused sick leave may be carried forward into each ensuing year.

12.6.2 Sick Leave Approval

- 12.6.2.1 Upon the employee's return to work after an absence qualifying for sick leave, the employee must complete an absence request form and have it approved by his/her department head.
- 12.6.2.2 Upon request, an employee shall be required to submit evidence in the form of a physician's certificate that includes the date the employee was physically examined by an attending medical practitioner if such absence exceeds four (4) consecutive shifts. The physician's certificate must account for the entire period of the claimed illness, injury, or incapacity.
- 12.6.2.3 The County and the Association, recognizing a potential for abuse of sick leave, agree that the County may employ reasonable means to determine the validity of any sick leave use, including requesting a physician's certificate for absences of less than four (4) days where the County has a valid reason to do so. The parties agree that such means shall not be used to discourage the appropriate use of sick leave.

12.6.2.4 Employees suspected of abusing sick leave shall receive a Memorandum of Counseling prior to being placed on sick leave verification pursuant to Section 12.6.2.3 above. Employees who demonstrate improvement in usage of sick leave shall be removed from sick leave substantiation at the end of one (1) year.

12.6.2.5 Sick leave abuse shall not be defined by having used a set threshold of hours per year. Abuse may be determined based upon leave pattern(s), documented abuse, and/or other verification.

12.6.3 Authorized Uses

Sick leave may be authorized for:

12.6.3.1 An absence necessitated by employee's personal illness or injury.

12.6.3.2 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.

12.6.3.3 The purpose of being the primary caretaker for a mother who is about to or has given birth to the employee's child or grandchild if such leave is within three (3) days of birth. Sick leave under this provision shall be limited to up to five (5) shifts.

12.6.3.4 Approval

12.6.3.4.1 Sick leave to care for an immediate family member shall be authorized for three (3) consecutive work days or less and may be taken without requirement to provide a physician's certification of the need to care for or attend to the family member.

12.6.3.4.2 The County may employ reasonable means to determine the validity of any sick leave used to care for an immediate family member.

12.6.3.4.3 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. Employees are encouraged to schedule appointments in a manner that minimizes the employee's time away from work.

12.6.3.4.4 Absence due to exposure to a contagious disease where quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the

presence of the employee on duty would endanger the health of others.

- 12.6.3.4.5 The appointing authority may authorize additional sick leave with the approval of the Director of Human Resources based upon extenuating circumstances. Such leave shall not exceed a total of five (5) working days for each incident.

12.6.4 Sick Leave Not Authorized.

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

- 12.6.4.1 Disability arising from willful misconduct
- 12.6.4.2 Sickness or disability sustained while on leave of absence without pay
- 12.6.4.3 Inability to work because of illness due to intemperance or substance abuse unless the employee is participating in a treatment program.

12.6.5 Illness During Vacation Leave

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

- 12.6.5.1 The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would have prevented the employee from performing his/her normal duties had he/she been at work.
- 12.6.5.2 The employee must notify his/her supervisor prior to his/her scheduled return to work, if circumstances allow it, in order to request that his/her vacation time be converted to sick leave and shall provide evidence in the form of a physician's certificate.

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

12.6.7 Accumulated Sick Leave

- 12.6.7.1 Except as otherwise provided in this section, each employee shall be paid one-half (1/2) of the value of his/her accumulated sick leave in excess of two hundred (200) hours upon his/her retirement, layoff, or death, based upon his/her salary at the time of termination.
- 12.6.7.2 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 agreement with the applicable retirement system or carrier, provided such election is submitted in writing to the Director of Human Resources before such payment for accumulated sick leave is made.

12.7 Bereavement Leave

- 12.7.1 Bereavement leave because of the death of a member of the employee's family (spouse/domestic partner, child, father, mother, stepfather, stepmother, brother, sister, stepchild, guardian or ward) shall be granted by the appointing authority for a maximum of eighty (80) hours per incident. Three (3) days of bereavement leave shall be County paid and the remaining hours shall be charged to accrued sick leave.
- 12.7.2 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, son-in-law, daughter-in-law, grandmother, grandfather, grandson, granddaughter, aunt, uncle, cousin, niece or nephew which shall be charged to accrued sick leave.
- 12.7.3 Bereavement leave in the case of other persons shall be granted only upon the approval of the Director of Human Resources and shall be charged to accrued sick leave.
- 12.7.4 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.
- 12.7.5 Bereavement leave shall be accounted for separately from sick leave on an employee's annual performance evaluation.

12.8 Exhaustion of Available Leave

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

12.9 Job Abandonment

- 12.9.1 All absences require notice to and approval by a supervisor. An employee who is absent with or without notice who has not obtained supervisory approval shall not be paid for the period of absence.

- 12.9.2 Unexcused absences of more than one (1) full scheduled workweek shall be considered abandonment of the position and a resignation.
- 12.9.3 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.

ARTICLE XIII EVALUATIONS

13.1 Annual Evaluations

- 13.1.1 Employees shall be evaluated in accordance with the Yolo County Code Sections on performance evaluations and administrative rules and regulations adopted by the County. Annual evaluations are expected to be completed not less than thirty (30) days following nor more than forty-five (45) days prior to the employee's anniversary date. Should an employee's anniversary date be overlooked, or an evaluation be late and upon the discovery of the error the employee is recommended for the anniversary increase, the County Auditor/Controllers Office on the following bi-weekly payroll shall compensate the employee for the additional salary the employee would have received dating from his/her anniversary date.
- 13.1.2 Evaluations shall include narrative remarks to support the overall rating.
- 13.1.3 The setting of dates for evaluations and merit increases is based on time of continuous service. Except as prohibited by law, when an employee is absent without pay for more than forty (40) hours during an evaluation period, the evaluation shall be delayed by a proportional length of time. Award of the associated merit increase shall be made on the first full pay period following the extended evaluation period and the evaluation date reset proportionally to reflect the gap in service.

13.2 Administrative Review

- 13.2.1 Employees who receive summary ratings of less than satisfactory shall have included with their evaluations:
- 13.2.1.1 Clear and accurate statement of the problem to indicate specific evidence of prior counseling, if any
 - 13.2.1.2 Suggested remedial action.
 - 13.2.1.3 Suggested time frame for improvement.
- 13.2.2 Evaluations that recommend termination or rejection from probation need not include items 13.2.1.2 and 13.2.1.3 above.
- 13.2.3 If an employee feels that a performance evaluation is inaccurate, the employee may rebut in writing within ten (10) working days of the receipt of the final evaluation.

13.2.4 The employee may at the same time submit a formal appeal of the evaluation to the appointing authority raising specific issues of disagreement. The appointing authority shall hold a meeting with the employee, who may have a representative present. The evaluator who completed the evaluation may be present. Following the meeting, the appointing authority shall render a written decision on the appeal addressing the specific issues the employee raises within five (5) working days of the meeting on the appeal. If not satisfied with the response the employee may prepare a formal rebuttal, which shall be attached with the response to the evaluation in the personnel file.

13.2.5 The evaluation may be modified by the appointing authority only if he determines that it is unsupported by factual data and/or was arbitrary or capricious.

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

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

13.3 Probationary Period

The satisfaction of probation is based on time of continuous service. Except as prohibited by law, when an employee is absent without pay for more than forty (40) hours during the probationary period, the satisfaction of probation shall be delayed by a proportional length of time. Award of any associated merit increase shall be made on the first full pay period following the extended probationary period and the next merit due date reset proportionally to reflect the gap in service.

ARTICLE XIV HEALTH AND WELFARE

14.1 Medical

For the term of this agreement the County will pay three hundred and forty dollars (\$340.00) per month toward the health, insurance premiums of employees and enrolled dependents in any category of approved plans.

14.2 Other Benefits

14.2.1 For the term of this agreement the County will provide additional funds to employees not covered under section 14.4 below (In Lieu) for the purchase of additional benefits from the county's cafeteria plan including dental, vision, life, and disability.

14.2.2 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 health insurance, dental insurance plan and vision care plan through the term of this agreement. This maximum shall be applied to all plans.

14.2.3 Benefits premiums for part-time employees shall be pro-rated for employees working fifty percent (50%) or more. Any full-time employee who voluntarily reduces to less than full-time status shall have benefits appropriately pro-rated.

14.3 Approved Plans

14.3.1 County-sponsored Health Insurance program provided this applies to all other County employees covered by a labor agreement.

14.3.2 County-sponsored dental and vision plans.

14.4 Health Insurance In-Lieu Pay

Employees who do not take the County sponsored health insurance because they are adequately covered by other insurance will receive three hundred dollars (\$300) per month in lieu of County payment toward health insurance premiums.

14.5 Retiree Medical Trust

The County agrees to work with the Association to request to participate in the Peace Officer's Research Association of California's (PORAC's) Retiree Medical Trust. If allowed under the PORAC Trust, the County will contribute twenty-five dollars (\$25) per month per participant and the member will contribute the remaining required contribution.

14.6 Employee Assistance Program

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

14.7 Benefits Advisory Committee

The County agrees to include a representative from the Association in the current benefits advisory committee.

14.8 Life Insurance

Effective November 1, 2012, the County shall provide a twenty-five thousand dollar (\$25,000) life insurance policy for Correctional Officers Association employees.

ARTICLE XV

UNIFORMS AND SAFETY EQUIPMENT

15.1 Uniform Allowance

- 15.1.1 Effective the first full pay period of November 2007, including November 1, 2007, the County shall pay each eligible employee who is required to wear a uniform on a daily basis (with exceptions for occasional special assignments), one thousand dollars (\$1000) per year to purchase and maintain uniforms required by department rule. Effective November 1, 2012, the allowance shall be included in the pay warrant that includes the first full pay period of each quarter. Upon request, an employee may have this paid quarterly by separate warrant.
- 15.1.2 The County shall pay each employee who is not required to wear a uniform on a daily basis, three hundred dollars (\$300) per year to purchase and maintain uniforms required by department rule. Effective November 1, 2012, the allowance shall be included in the pay warrant that includes the first full pay period of each quarter. Upon request, an employee may have this paid quarterly by separate warrant.
- 15.1.3 Employees shall purchase and maintain such uniform as is required by the appointing authority for the employee's assignment. The appointing authority shall meet with the Association prior to implementation of a change in uniform specifications to discuss the financial impact upon the employees.
- 15.1.4 If during the term of this agreement, the uniform allowance for members of the Deputy Sheriffs Association increases, the uniform allowance for Correctional Officer unit members who are required to wear a uniform on a daily basis (with exceptions for occasional special assignments) shall increase to an amount equivalent to the amount received by the Deputy Sheriffs Association.

15.2 New Employees

- 15.2.1 Newly hired employees shall be eligible for a uniform allowance after completing twelve (12) full months as a probationary or permanent employee.
- 15.2.2 Upon presentation of receipts for purchase of the initially required uniforms, the County will reimburse the employee the actual amount of purchase up to a total of one thousand dollars (\$1000). Payments of less than one hundred dollars (\$100) will be made quarterly.
- 15.2.3 Should an employee terminate employment prior to completing one (1) year of service, he/she shall turn in to the Department all uniforms and equipment purchased as required by this Article.
- 15.2.4 If at the end of twelve (12) months employment an employee shows ownership of the above listed items and the employee has not expended the one thousand dollars (\$1000) allotment, the employee shall be paid the balance remaining in his/her uniform allowance account upon submission of a written request for such payment. If the amount remaining is twenty-five Dollars (\$25) or less, the amount will be included in the next uniform allowance check.

15.3 Leaves

A uniform allowance will not be paid to an employee who is on any leave from duty in excess of thirty (30) days.

15.4 Safety Equipment

15.4.1 The County shall provide such safety equipment as the Sheriff deems necessary for the employee's job assignment, which may include: Handcuffs, handcuff case, rain gear, flashlight, flashlight holder, baton, baton holder, radio holder, key holder, Sam Brown belt, and chemical agents.

15.4.2 The Sheriff's Department shall undertake to adequately train all members in basic self- defense, including but not limited to, weaponless self-defense and proper use and techniques of the issued safety equipment. This training shall be an ongoing effort by the Sheriff's Department.

15.4.3 The County shall provide protective vests, either bullet or stab proof, to Correctional Officers and Animal Control Officers provided that any other officer who is provided such a vest agrees to wear that vest at all times while on duty. The County retains sole discretion in determining the technical requirements of such vests.

**ARTICLE XVI
NO STRIKES/NO LOCKOUT**

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

16.2 The Association agrees that during the term of this Memorandum of Understanding neither it nor its officers, employees or members will engage in, encourage, sanction or suggest any strike (including sympathy strikes), work stoppage, slow down, mass resignation, sick out, strike picketing or other concerted activities or actions tending to disrupt County services or involve suspension or substantial interference with the normal work of the County.

16.3 In the event that Association members participate in such activities in violation of Section 16.2 of this Article, the Association shall notify those members so engaged to cease and desist from such activity and shall instruct the members to return to their normal duties.

16.4 In the event that the Association, its representatives, or any member of its executive board engages in, encourages, sanctions or suggests any of the actions set forth in Section 16.2 of this Article the County reserves the right to take whatever action is deemed necessary and legal.

**ARTICLE XII
ADMINISTRATIVE PROVISIONS**

17.1 Integration

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.

17.2 Prior Agreements

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, practices or oral or written agreements constituting any portion of the meet and confer process or other discussion leading up to this Memorandum of Understanding.

17.3 Other Matters

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

17.4 Alteration

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.

17.5 Severability

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

17.6 Implementation

17.6.1 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.

17.6.2 Unless otherwise specified, all changes resulting from the adoption of this MOU shall be effective upon the date of adoption.

17.7 Term

17.7.1 The term of this Agreement is for two (2) years commencing on November 1, 2015 and extending through the close of business on October 31, 2017 and thereafter until either a successor agreement or impasse is reached. This Memorandum of Understanding supersedes the 2014-2015 Correctional Officers' MOU.

17.7.2 It is agreed that negotiations for a successor agreement shall commence no later than September 1, 2017.

17.8 Pursuant to its statutory obligation, the County agrees to defend and indemnify employees in civil matters covered by this agreement while carrying out their job duties within the course and scope of their employment.

17.9 Waiver

The waiver by the County of 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.

**COUNTY OF YOLO
OFFICERS**



Mindi Nunes
Assistant County Administrator



Tom Lopez
Undersheriff



Stacey Peterson
Director of Human Resources



Tina Day
Correctional Lieutenant

**YOLO COUNTY
CORRECTIONAL
ASSOCIATION**



Tim Cantillon, Labor Representative
Goyette & Associates, Inc.



Quontel Willis
Correctional Officer II



Kent Jackson
Correctional Officer II




Daniel Denier
Correctional Officer II



Brody Lorda
Principal Personnel Analyst



Robert Hale
Correctional Officer II




Beth Gabor
Manager of Operations and Strategy

Approved by Final Determination of the Board of Supervisors of the County of Yolo on this 17th day of November, 2015.


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

BY: 

CHAIR OF THE BOARD OF SUPERVISORS,
COUNTY OF YOLO

JULIE DACHTLER, DEPUTY
BOARD OF SUPERVISORS
BY: 

(DEPUTY)



APPROVED AS TO FORM:
PHILIP POGLEDICH, COUNTY COUNSEL

BY: 

RONALD J. MARTINEZ, DEPUTY